SERFF Tracking Number: KCLF-125554059 State: Arkansas
Filing Company: Kansas City Life Insurance Company State Tracking Number: 38613

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

State Status: Approved-Closed

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

# Filing at a Glance

Company: Kansas City Life Insurance Company

Product Name: PJ136 SERFF Tr Num: KCLF-125554059 State: ArkansasLH TOI: L04G Group Life - Term SERFF Status: Closed State Tr Num: 38613

Sub-TOI: L04G.103 Renewable - Single Life - Co Tr Num: PJ136

Fixed/Indeterminate Premium

Filing Type: Form Co Status: Pending Reviewer(s): Linda Bird

Author: Dietter Foster-Redmond Disposition Date: 04/15/2008

Date Submitted: 04/02/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name: Group Term Life Status of Filing in Domicile: Pending

Project Number: PJ136 Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small

Overall Rate Impact: Group Market Type: Employer

Filing Status Changed: 04/15/2008

State Status Changed: 04/15/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

Dear Sir or Madam:

Enclosed for your consideration and approval are the above forms. These forms are an updated version of form PJ127/CJ127 marked approved your state on 07/27/2004.

SERFF Tracking Number: KCLF-125554059 State: Arkansas
Filing Company: Kansas City Life Insurance Company State Tracking Number: 38613

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

Form No. PJ136 is the policy and will be used to provide group term life insurance coverage. Our licensed agents will market this policy. Form No. CJ136 is the certificate. The inclusion of Accelerated Death, Seat Belt/Air Bag, Repatriation Benefit, Child(ren) Education Benefit, Spouse Education Benefit, Day Care Benefit, Common Disaster Benefit, Accidental Death and Dismemberment, Dependent Life Insurance, Waiver of Premium and Continuation of Coverage in the Certificate will be dependent upon whether that benefit is elected by the Group Policyholder. Only those benefits elected will be included in the certificate.

The items in brackets [] are variable. These forms will be printed on a laser printer.

Form No. GA166-AR is the enrollment card. Form number GA165-AR is the Master Application.

# **Company and Contact**

### **Filing Contact Information**

Dietter Foster-Redmond, Compliance Analyst dfoster-redmond@kclife.com
P O Box 219139 (800) 821-5529 [Phone]
Kansas City, MO 64121-9139 (816) 753-3018[FAX]

**Filing Company Information** 

Kansas City Life Insurance Company CoCode: 65129 State of Domicile: Missouri

P O Box 219139 Group Code: 588 Company Type: Life Kansas City, MO 64121-9139 Group Name: State ID Number:

(800) 821-5529 ext. [Phone] FEIN Number: 44-0308260

-----

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

Fee Explanation:

Per Company: No

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

COMPANY AMOUNT DATE PROCESSED TRANSACTION # Kansas City Life Insurance Company \$50.00 04/02/2008 19224907

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/15/2008	04/15/2008

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

# **Disposition**

Disposition Date: 04/15/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Readibility		Yes
Supporting Document	Disclousures		Yes
Supporting Document	variable list		Yes
Supporting Document	actuarial memo		No
Form	Group Term Life Insurance Contract		Yes
Form	Group Term Life Insurance Certificate		Yes
Form	Group Application for Insurance		Yes
Form	Group Insurance Enrollment Form		Yes

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

# Form Schedule

Lead Form Number: PJ136

Review Status	Form Number	Form Type	e Form Name	Action	Action Specific Data	Readability	Attachment
	PJ136	•	nt Group Term Life n Insurance Contract	Initial		0	PJ136.pdf
	CJ136	Certificate	Group Term Life Insurance Certificate	Initial e		0	CJ136.pdf
	GA165-AR		n/Group Application for Insurance	or Initial		0	GA165- AR.pdf
	GA166-AR	• •	n/Group Insurance t Enrollment Form	Initial		0	GA166- AR.pdf

# Group Life Insurance Policy Nonparticipating

POLICYHOLDER EFFECTIVE DATE

**POLICY NUMBER** 

JURISDICTION OF ISSUE

Kansas City Life Insurance Company, in consideration of the application of the Policyholder and the payment of premiums as due, agrees to provide the group insurance benefits according to the provisions on this and the following pages with respect to Insured Individuals and their eligible Child(ren) and Spouses in eligible classes.

This policy is issued and accepted subject to all the terms set forth on this page and on the subsequent pages, which are hereby made a part of this policy. This policy is delivered in the Jurisdiction of Issue and is governed by the laws of that Jurisdiction.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425.

Secretary

Vm. a. Scholekoup

President, CEO and Chairman

READ YOUR POLICY CAREFULLY

# **Table of Contents**

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# **Section 1. Policy Data**

# [Policyholder

ABC Company, Inc.

Employer ABC Company, Inc. Subsidiaries, Divisions or Affiliates

None

### **Classes of Eligible Individuals**

All full-time active Employees working XX hours or more per week Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees.

# **Waiting Period**

Current Individuals - None
(For Employees
hired on or before
the policy effective
date):
New Individuals - (For First of the research

New Individuals - (For First of the month following XX days of continuous employment

Employees hired after the policy effective date):

# Section 2. Benefit and Premium Schedule

Sample Basic Life schedule

**CLASSIFICATION OF INDIVIDUAL** 

AMOUNT OF LIFE INSURANCE

AMOUNT OF ACCIDENTAL **DEATH AND DISMEMBERMENT** 

All Full-time Active Employees

\$XX

\$XX

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees.

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at the Insured Individual's Retirement from the Policyholder.

#### DEPENDENT LIFE INSURANCE

Spouse \$ Children 14 days to 6 months \$ 6 months to 19 years \$ (or age 25 if full-time student)

[Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at [the attainment of age 70 or] the Insured Individual's Retirement from the Policyholder [whichever occurs first].]

### INITIAL MONTHLY PREMIUM RATE

\$XX per \$1,000 of Life Insurance \$XX per \$1,000 Accidental Death & Dismemberment

CONTRIBUTIONS FROM INSURED INDIVIDUALS ARE: Required/Not Required

Sample Voluntary Life Schedule Classification of Individual All full-time active Employees

Amount of Life & Accidental Death and Dismemberment Insurance Amount elected by Employee on Enrollment Form, as approved by the Company, in \$XX increments, a minimum of \$XX, and a maximum of \$XX or X times Annual Salary, whichever is less.

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time **Employees** 

Guaranteed Issue Amount is the lesser of X times Annual Salary or \$XX for Employee under the age of 70. If the Employee is age 70 or over, the Guaranteed Issue Amount is \$XX. Amounts in excess of the Guaranteed Issue Amount require satisfactory evidence of insurability as deemed by Kansas City Life.

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at the Insured Individual's Retirement from the Policyholder.

#### Spouse Life & AD&D Insurance

The amount, if any, elected by [an Employee or a member] on the Enrollment Form, as approved by the Company, Increments of \$XX, minimum of \$XX, maximum of \$XX or one half of the Insured Individual's elected amount, whichever is less.

4 PJ136

Guaranteed Issue Amount is \$XX; amounts in excess of \$XX require satisfactory evidence of insurability as deemed by Kansas City Life.

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at [the attainment of age 70 or] the Insured Individual's Retirement from the Policyholder [whichever occurs first].

#### Child(ren) Life & AD&D Insurance

The amount, if any, elected by Employee on Enrollment Form, as approved by the Company.

14 days to 6 months of age: \$1,500.

6 months of age and over: Increments of \$2,500, minimum of \$2,500, maximum of \$10,000 or one half of the Insured Individual's elected amount, whichever is less.

### **Initial Monthly Premium Rate Table\***

Insured Individuals Age 29 and under	\$XX per \$1,000
30 - 34	\$XX per \$1,000
35 - 39	\$XX per \$1,000
40 - 44	\$XX per \$1,000
45 - 49	\$XX per \$1,000
50 - 54	\$XX per \$1,000
55 - 59	\$XX per \$1,000
60 - 64	\$XX per \$1,000
65 - 69	\$XX per \$1,000
70 - 74	\$XX per \$1,000
Age 75 and over	\$XX per \$1,000

<sup>\*</sup>Spouse rate based on Employee's age.

\$XX per unit of Dependent Child(ren) Life Insurance (unit equals \$1,500 for Child 14 days to 6 months and \$2,500 for Children over 6 months of age)

Contributions from Insured Individuals are [required/not required.]

Waiver of Premium is included.

Accelerated Death Benefit is included.

\*AD & D includes the following riders:

Seat Belt/Air Bag Benefit

Repatriation Benefit

Child(ren) Education Benefit

Spouse Education Benefit

Day Care Benefit

Common Disaster Benefit]

# Section 3. Definition of Certain Terms

For the purpose of this policy, the following terms have the meaning given below. As you read this policy, refer back to these definitions.

#### 3.1 Company

Kansas City Life Insurance Company, a Missouri corporation, whose Home Office is 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425 and telephone number is (816) 753-7000.

#### 3.2 Covered Person

All individuals whose insurance is inforce under this policy, including any Spouse and Child(ren), as defined.

### [3.3 Employee

A person who works the minimum number of regularly scheduled hours for the Employer indicated in Section 1 Policy Data. [This specifically excludes a Retired Employee.] [This specifically includes a Retired Employee.] [An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer.] [Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.]]

#### 3.4 Employer

The Employer and covered Subsidiaries, Divisions or Affiliates indicated in Section 1 Policy Data.

#### 3.5 Enrollment Form

A form provided by or acceptable to Kansas City Life which may be used for the purpose of collecting coverage information from the Employee.

#### 3.6 Insured Individual

[An Employee or a member] of the Policyholder's organization whose insurance is in force under the terms of this policy.

#### 3.7 Policyholder

The entity to which this policy is issued.

#### **3.8 Retirement, Retired** means the earlier of the following:

- 1) the date an Insured Individual's retirement pension benefits commence under any law of federal state, county, or municipal retirement system if such pension benefits include any credit for employment with the Policyholder:
- 2) the date an Insured Individual's retirement pension benefits commence under any plan which the Policyholder sponsors, makes or has made contributions to; or
- 3) the date an Insured Individual's retirement benefits commence under the United States Social Security Act, or under any similar plan or act.

#### [3.9 Retired Employee

An individual who, on his last workday prior to Retirement, was Actively-at-work [and is currently receiving a benefit under the terms of the Employer's pension plan]. Retiree does not include an individual who is receiving pension plan benefits solely due to being Totally Disabled and who otherwise does not meet the Employer's criteria for receipt of pension plan benefits.]

### Section 4. Benefit Provision

### 4.1 The Benefit

Upon the death or dismemberment of a Covered Person, the Company will pay the amount of insurance as elected on the Insured Individual's Enrollment Form and approved by the Company. The death benefit will be payable to the Beneficiary of record. All dismemberment benefits will be paid to the Insured Individual. Benefits will be payable after the Company receives satisfactory proof and any required claim forms.

To the extent permitted by law, the policy benefits are not subject to any claims of the creditors of a Covered Person or any beneficiaries.

# Section 5. Eligibility and Effective Dates

# [5.1 Eligible Classes

The classes of individuals eligible for insurance are shown in Section 2. Any changes in eligible classes must be reported to and approved in writing by the Company.]

#### 5.2 Eligibility Date

An individual in an eligible class becomes eligible for coverage on the later of:

- 1) the policy effective date; or
- 2) the date the individual completes any applicable waiting period.

The waiting period as shown in Section 1 is the time period that an individual must be either employed by the Policyholder and actively-at-work or a member of the Policyholder group before being eligible for insurance.

[If a former Employee is rehired within [6 months] of the date employment terminated, previous service in an eligible class will apply toward the waiting period to determine the Employee's date of eligibility.]

#### **5.3 Open Enrollment**

All open enrollments or resolicitations require the Company's prior written approval.

# **Section 6. Premium Provisions**

### 6.1 Payment

The first premium must be paid before this policy becomes effective. All future premiums are payable to the Company or to a representative authorized to receive premiums. Each premium must be paid on or before the premium due date. The premium due date will be the day of the month that corresponds numerically with the policy anniversary date.

### **6.2 Method of Premium Payment**

[Premiums will be payable monthly unless the Policyholder and Kansas City Life agree on another method of premium payment. Upon written request of the Policyholder and approval by the Company, the method of premium payment may be changed on any policy anniversary.]

### 6.3 Changes in Premium Rates

Premium rates are subject to change according to the terms of this policy.

Premium rates may be changed any time:

- 1) this policy is amended to change the eligibility and/or benefits; or
- 2) a subsidiary, division or affiliate is added to or deleted from this policy[; or
- 3) when the number of Insured Individuals changes by [25%] or more from the number of Insured Individuals on the policy's effective date.]

Kansas City Life may determine that a premium rate change is necessary for reasons other than in (1), (2) or (3) above. However, such a rate change will not be made during the first [12] months or occur more often than once in any 6-month period.

Kansas City Life will provide written notification of any increase in premium rates to the Policyholder at least 31 days prior to the effective date of the increase unless the Policyholder and Kansas City Life both agree otherwise.

Premiums for insurance that become effective after the Effective Date of this Policy will be charged from the:

- 1) premium due date if it is the same as the Insured Individual's effective date of insurance; or
- 2) next premium due date after the Insured Individual's effective date of insurance, if not the same.

Premium charges for any insurance that is terminated will cease on the:

- 1) premium due date if it is the same as the termination date; or
- 2) next premium due date after the termination date, if not the same.

The above manner of charging premiums will not extend insurance coverage beyond a date it would have otherwise terminated.

#### **6.4 Monthly Statement**

A monthly statement will be prepared as of the premium due date reflecting the premium payable. This monthly statement will reflect any premium charges and credits due to changes in the number of Insured Individuals and changes in the coverage status of Insured Individuals that took place prior to the premium due date. The Policyholder must remit premium as billed. Any credits or other adjustments will appear on the next bill.

If the plan is self-billed by the Policyholder or its third party administrator, the Policyholder or administrator is responsible for maintaining the plan enrollment records and must report eligibility changes to Kansas City Life each month as of the premium due date. Paid premium must support and match the reported eligibility changes.

This includes enrollment record information for additions to the plan, terminations and enrollment status changes that are necessary for Kansas City Life to properly credit premium payments and adjudicate claims.

#### 6.5 Time Limit on Premium Adjustments

Except for misstatement of facts or fraud:

premium adjustments, refunds or charges:

- 1) will be made for the current policy year; and
- 2) will not cover any period prior to the start of the last full policy year.

In the event of misstatement of facts or fraud, the Company reserves the right to adjust premium at anytime.

#### 6.6 Grace Period

A grace period of [31] days will be granted the Policyholder for the payment of each premium due after the first premium. This policy will continue in force during the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force. If the Policyholder has given written notice in advance of an earlier date of termination, this policy will terminate as of the earlier date.

# **Section 7. Termination Provisions**

#### 7.1 Termination of the Policy

Termination of this policy for any reason, will not prejudice any claim originating prior to termination.

### 7.2 Termination for Non-Payment of Premium

If any premium is not paid before the end of the grace period, this policy will automatically terminate at the end of the grace period.

### 7.3 Termination by the Policyholder

The Policyholder may terminate this policy by giving written notice to the Company at least 31 days in advance. However, termination will not become effective during any period for which a premium has been accepted by the Company.

#### 7.4 Termination by the Company

The Company reserves the right to terminate this policy:

- 1) if the number of individuals insured is fewer than [2];
- 2) if fewer than [20%] of the individuals eligible for any contributory insurance are participating;
- 3) if fewer than [100%] of the individuals eligible for any non-contributory insurance are participating;
- 4) at anytime by giving written notice to the Policyholder at least 31 days in advance;
- 5) the Policyholder fails to promptly furnish any information which the Company may reasonably require; or
- 6) the Policyholder, without good and sufficient cause, fails to perform its duties pertaining to this policy.

The Company will give written notice of termination to the Policyholder at least 31 days in advance unless the Policyholder and the Company both agree otherwise in writing.

#### 7.5 Termination of a Covered Person's Insurance

All insurance provided for a Covered Person will terminate at 11:59 p.m. on the earliest of the following:

- 1) on the date this policy terminates;
- 2) on the date a Covered Person ceases to be in an eligible class;
- on the date employment [or membership with the Policyholder organization] terminates. This will be the date the Insured Individual ceased active work. Accrued vacation and/or sick days will not extend termination date; or
- 4) at the end of the period for which the Insured Individual has made any required contribution.

# Section 8. General Provisions

### **8.1 Entire Contract**

The contract consists of:

1) this policy;

- 2) the attached Policyholder application;
- 3) the certificate;
- 4) any endorsements, amendments or riders; and
- 5) any individual applications.

Further in regard to applications:

- 1) statements made are representations not warranties;
- 2) no statement made in applying for this policy will make it void unless it is in a written application; and
- 3) no statement made by an individual in applying for insurance coverage under this policy will reduce benefits or be used as a defense unless it is in a written and signed application.

#### 8.2 Contract Changes

This policy may be changed at any time by written agreement between the Company and the Policyholder without the consent of any other person.

No change or waiver of any provisions of this policy will be valid unless signed by a Company officer and endorsed or attached to this policy. No agent, broker or other person has authority to change or waive any provision of this policy.

#### 8.3 Individual Certificates

A certificate is a document which summarizes the benefits provided to a Covered Person by this policy. The Company will issue to the Policyholder a certificate to be given to each Insured Individual which will state:

- 1) the insurance to which a Covered Person is entitled; and
- 2) the main policy provisions affecting a Covered Person.

The certificate is a part of the policy and will explain the important features of the policy.

#### 8.4 Furnishing of Information - Access to Records

The Policyholder will furnish at regular intervals to the Company:

- 1) information relative to individuals:
  - a) who qualify to become insured;
  - b) whose amounts of insurance change; or
  - c) whose insurance terminates; and
- 2) any other information needed to administer this policy.

The Policyholder's records which, in the Company's opinion, have a bearing on the insurance will be made available for inspection by the Company at any reasonable time.

#### 8.5 Legal Actions

A Covered Person or an authorized representative may not start any legal action:

- 1) sooner than 60 days after the claim form or proof is sent to the Company; or
- 2) later than three years after the claim form or proof of loss is due.

#### 8.6 Misstatement of Facts

If relevant facts about any Covered Person were not accurate:

- 1) an adjustment of premium will be made; and
- 2) the accurate facts will decide whether, and in what amount, benefits are payable under this policy.

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit shown in Section 2 is dependent upon a Covered Person's age, the amount of the benefit will be the amount a Covered Person would have been entitled to if the correct age were known.

#### 8.7 Time Limit on Certain Defenses - Incontestability

Except for non-payment of premium, after this policy has been in force two years from its effective date no Policyholder statement will be used to void this policy. No statement by any individual on a written application for insurance will be used to reduce or deny a claim after the individual's insurance coverage, with respect to which claim has been made, has been in effect two years or more during the Insured Individual's lifetime.

# 8.8 Conformity with State Statutes

Any policy provision that is in conflict with state laws where the Policyholder is domiciled on its effective date is amended to conform to the minimum requirements of the law.

#### 8.9 Agency

For all purposes of this policy, the Policyholder acts as the Insured Individual's agent. Nothing herein shall be construed to make the Policyholder the agent of the Company.

# GROUP LIFE INSURANCE POLICY NONPARTICIPATING

If you have any questions concerning this policy or if anyone suggests that you change or replace this policy, please contact your agent or the Home Office of the Company.



3520 Broadway PO Box 219425 Kansas City, Missouri 64121-9425 www.kclife.com

# **Certificate of Group Insurance**

Kansas City Life Insurance Company certifies that in accordance with and subject to the terms of the Group Life Insurance Policy, You are insured for the benefits described in this certificate. Your insurance is subject in every respect to the terms of the Group Life Insurance Policy which alone constitutes the contract under which payments are made.

This certificate summarizes the principal provisions of the Group Life Insurance Policy. This is not a contract nor does it modify or amend the Group Life Insurance Policy. This certificate supersedes and replaces any which may have been issued to You previously.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425.

Secretary

President, CEO and Chairman

# **Guide to Certificate Provisions**

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[Common Disaster Benefit	30

# [Schedule of Benefits

Policyholder Policy Number Policy Effective Date

**Employer** 

# **Classes of Eligible Individuals**

All full-time active Employees working XX hours or more per week

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees.

Waiting Period [As noted in Your Employer's Group Life Insurance Policy]

# **Benefit and Premium Schedule**

Sample Basic Life schedule

AMOUNT OF AMOUNT OF ACCIDENTAL CLASSIFICATION OF INDIVIDUAL LIFE INSURANCE DEATH AND DISMEMBERMENT

All full-time active Employees

working 30 hours or more per week \$XX \$XX

Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at Your Retirement from the Policyholder.

#### DEPENDENT LIFE INSURANCE

Spouse \$
Children
14 days to 6 months \$
6 months to 19 years \$
(or age 25 if full-time student)

[Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at [the spouse's attainment of age 70 or] Your Retirement from the Policyholder [whichever occurs first].]

CONTRIBUTIONS FROM INSURED INDIVIDUALS ARE: Required/Not Required

Sample Voluntary Life Schedule

<u>Classification of Individual</u>
All full-time active Employees
working XX hours or more per week

Amount of Life & Accidental Death and Dismemberment Insurance\*
Amount elected by Employee on Enrollment Form, as approved by the
Company, in \$XX increments, a minimum of \$XX, and a maximum of \$XX
or X times Annual Salary, whichever is less.

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees

Guaranteed Issue Amount is the lesser of X times Annual Salary or \$XX for Employee under the age of 70. If the Employee is age 70 or over, the Guaranteed Issue Amount is \$XX. Amounts in excess of the Guaranteed Issue Amount require satisfactory Evidence of Insurability as deemed by Kansas City Life.

Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at Your Retirement from the Policyholder.

# Spouse Life & AD&D Insurance

The amount, if any, elected by [an Employee or a member] on the Enrollment Form, as approved by the Company. Increments of \$XX, minimum of \$XX, maximum of \$XX or one half of Your elected amount, whichever is less.

Guaranteed Issue Amount is \$XX; amounts in excess of \$XX require satisfactory Evidence of Insurability as deemed by Kansas City Life.

Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at [the spouse's attainment of age 70 or] Your Retirement from the Policyholder [whichever occurs first].

#### Child(ren) Life & AD&D Insurance

The amount, if any, elected by Employee on Enrollment Form, as approved by the Company.

14 days to 6 months of age: \$1,500.

6 months of age and over: Increments of \$2,500, minimum of \$2,500, maximum of \$10,000 or one half of Your elected amount, whichever is less.

# **Initial Monthly Premium Rate Table\***

Insured Individuals Age 29 and under	\$XX per \$1,000
30 - 34	\$XX per \$1,000
35 - 39	\$XX per \$1,000
40 - 44	\$XX per \$1,000
45 - 49	\$XX per \$1,000
50 - 54	\$XX per \$1,000
55 - 59	\$XX per \$1,000
60 - 64	\$XX per \$1,000
65 - 69	\$XX per \$1,000
70 - 74	\$XX per \$1,000
Age 75 and over	\$XX per \$1,000

<sup>\*</sup>Spouse rate based on Employee's age.

\$XX per unit of Child(ren) Life Insurance (unit equals \$1,500 for Child 14 days to 6 months and \$2,500 for Children over 6 months of age)

Contributions from Insured Individuals are required/not required.

Waiver of Premium is included.

Accelerated Death Benefit is included.

\*AD & D includes the following riders:

Seat Belt/Air Bag Benefit

Repatriation Benefit

Child(ren) Education Benefit

Spouse Education Benefit

Day Care Benefit

Common Disaster Benefit]

# **Definition of Certain Terms**

### [Actively-at-work

You are considered Actively-at-work with the Employer on a day that is Your regularly scheduled workday, if You are performing the material and substantial duties of Your job in the usual manner at Your regular place of employment on a full-time basis for a minimum of [30] hours per week. You will be deemed to be Actively-at-work on a day that is not one of Your scheduled workdays only if You were Actively-at-work on the preceding scheduled workday.]

#### **Amount of Life Insurance**

The amount elected on the Enrollment Form, as approved by the Company.

#### [Annual Salary

Your annual fixed rate of compensation in effect immediately prior to the date of loss, excluding overtime, bonuses, expenses, allowances and other compensation except commissions. Commissions will be included for the preceding [24] months or from the date of employment, whichever is less. [Your Amount of Insurance will be calculated based on the lesser of Your Annual Salary as calculated above or the premium amount actually received by Us.]]

#### [Annual Salary

For sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or shareholders in a S-Corporation means Your average annual income reported as "net earnings from self-employment" for federal income tax purposes for:

- 1) the [2-3] [tax/calendar] year(s) just prior to the date of loss; or
- 2) the number of months You were employed in this capacity, if less than above period.

Annual Salary does not include dividends, capital gains and returns of capital. [Your Amount of Insurance will be calculated based on the lesser of Your Annual Salary as calculated above or the premium amount actually received by Us.]]

### [Annual Salary

The amount shown on Your W-2 form received from the Employer for the calendar year just prior to the date of loss or for the period of Your employment with the Employer if You did not receive a W-2 form, excluding overtime, bonuses, expenses, allowances and other compensation except commissions. Commissions will be included for the preceding [24] months or from the date of employment, whichever is less. [Your Amount of Insurance will be calculated based on the lesser of Your Annual Salary as calculated above or the premium amount actually received by Us.]]

#### **Beneficiary**

The person designated by You to receive the proceeds of the policy payable upon a Covered Person's death.

#### Company

Kansas City Life Insurance Company, a Missouri corporation, whose Home Office is 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425 and telephone number is (816) 753-7000. The Company is also referred to as We, Our or Us.

#### **Covered Person**

All individuals whose insurance is inforce under the policy, including any Spouse and Child(ren), as defined.

#### [Employee

A person who works the minimum number of regularly scheduled hours for the Employer indicated on the Schedule of Benefits. [This specifically excludes a Retired Employee.] [This specifically includes a Retired Employee.] [An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer.] [Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.]]

#### **Employer**

The Employer and covered Subsidiaries, Divisions or Affiliates as indicated in the Group Life Insurance Policy in Section 1 Policy Data.

### **Enrollment Form**

A form provided by or acceptable to Kansas City Life which may be used for the purpose of collecting coverage information from You.

#### **Evidence of Insurability**

A statement of an individual's current health and medical history upon which Kansas City Life Insurance Company will determine acceptance for insurance.

### **Group Life Insurance Policy**

The policy of insurance made by the Company and the Policyholder to insure individuals participating in the plan.

#### **Guaranteed Issue Amount**

The maximum Amount of Life Insurance which is available to You without Evidence of Insurability. The Guaranteed Issue Amount only applies at initial eligibility.

#### Policyholder

The entity to which the Group Life Insurance Policy is issued.

#### **Principal Sum**

The amount of the Accidental Death & Dismemberment Benefit. [The Principal Sum will be the same as the Amount of Life Insurance elected on the Enrollment Form, as approved by the Company.]

#### [Prior Plan

A group term life insurance policy sponsored by the Employer which was in force on the day before the Policy Effective Date.]

#### Retirement, Retired means the earlier of the following:

- 1) the date Your retirement pension benefits commence under any law of federal state, county, or municipal retirement system if such pension benefits include any credit for employment with the Policyholder;
- 2) the date Your retirement pension benefits commence under any plan which the Policyholder sponsors, makes or has made contributions to; or
- the date Your retirement benefits commence under the United States Social Security Act, or under any similar plan or act.

### [Retired Employee

An individual who, on his last workday prior to Retirement, was Actively-at-work [and is currently receiving a benefit under the terms of the Employer's pension plan]. Retiree does not include an individual who is receiving pension plan benefits solely due to being Totally Disabled and who otherwise does not meet the Employer's criteria for receipt of pension plan benefits.]

#### You/Your

The Insured [Employee or Member] to whom this certificate is issued.

# **General Provisions**

#### [Are there any limitations on a Covered Person's life insurance benefit?

If a Covered Person dies by suicide, [while sane or insane], within [two years] of the policy effective date, the amount payable by Us will be equal to the total premiums paid.

If a Covered Person dies by suicide, [while sane or insane], within [two years] after the effective date of any increase in the specified amount, the amount payable by Us associated with such increase will be limited to the cost of insurance associated with the increase.]

#### When can this plan be contested?

Except for non-payment of premium, Your coverage under this Policy cannot be contested after two years from the date You become covered under this plan.

No statement relating to insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the individual's lifetime. In order to contest coverage, the statement must be in writing and signed by the affected individual.

#### Can We have a claimant examined or request an autopsy?

We reserve the right to have a claimant examined and to have an autopsy performed, if not forbidden by law. Any such examinations will be as reasonably required by Us and at Our expense.

#### When can legal action be taken?

Legal action cannot be taken against Us:

- 1) sooner than 60 days after proof of loss has been furnished; or
- 2) 3 or more years after the time proof of loss is required to be furnished according to the terms of the Policy.

#### Who interprets policy terms and conditions?

Kansas City Life Insurance Company has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

### How does this plan affect Workers' Compensation coverage?

The policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

# **Eligibility and Effective Dates**

#### How do I apply for coverage?

[You need to complete, sign and return an individual Enrollment Form to set up Your insurance record.]

### What are the eligibility requirements?

You must be a member of one of the classes of individuals eligible for insurance shown in the Schedule of Benefits and complete the waiting period on or after the effective date of the Group Life Insurance Policy.

The waiting period as shown in the Schedule of Benefits is the time period that You must be [either employed by the Policyholder and Actively-at-work or a member of the Policyholder group] before being eligible for insurance.

#### When will my coverage be effective?

[Except as stated in **What is the Deferred Effective Date provision for Employees?**, ]Your coverage becomes effective at 12:01 a.m. on the latest of the following dates, provided You are Actively-at-work on the date:

- 1) You become eligible for coverage;
- 2) You sign a payroll deduction order and make written application for coverage if any part of the cost for the coverage is paid by You; and
- 3) Your Evidence of Insurability, if required, is approved by the Company.

Evidence of Insurability that is satisfactory to the Company and provided at Your expense must be submitted if:

- 1) written application for coverage is made more than 31 days after You became eligible for coverage; or
- 2) coverage is elected after You have requested:
  - a) termination of coverage; or
  - b) cancellation of payroll deduction.

#### [What is the Deferred Effective Date provision for Employees?

If You are absent from work due to a physical or mental condition on the date Your insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of Your insurance, any increase in insurance or the additional benefit will be deferred until the date You return to work as an Active Full-time [or Part-time] Employee.]

### [Are there exceptions to the Deferred Effective Date provision?

If You were Actively-at-work or on an approved leave of absence in conformity with the Family and Medical Leave Act of 1993 and insured under the Prior Plan on the day before the Policy Effective Date and You would be eligible for coverage on the Policy Effective Date except that You are not able to meet the requirements of the Deferred Effective Date provision then:

- 1) the Deferred Effective Date provision will not apply to the original effective date of coverage; and
- 2) the coverage amount shown in the Schedule of Benefits will not apply to You.

Instead, You will be considered to be insured and Your coverage amount will be the lesser of:

- 1) the Amount of Life Insurance under the Prior Plan; or
- 2) the Amount of Life Insurance shown in the Schedule of Benefits reduced by:
  - a) any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan; or
  - b) any coverage amount that would have been in force due to any disability benefit extension under the Prior Plan had timely election for the disability provision been made.

You will remain insured under this provision until the first to occur of:

- 1) the date You return to work as an Active Full-time Employee;
- 2) the date Your insurance terminates for a reason stated under the Termination Provisions;
- 3) the last day of a period of 12 consecutive months which begins on the Policy Effective Date; or
- 4) the last day You would have been covered under the Prior Plan, had the Prior Plan not terminated.]

#### [What is the Deferred Effective Date provision for dependents?

If a dependent, other than a newborn, is confined at home, in a hospital or elsewhere because of a physical or mental condition on the date insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of insurance, any increase or additional benefit will be deferred until the dependent is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age and gender for a period of at least 15 consecutive days.

"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

#### Are there exceptions to the Deferred Effective Date provision?

If You were insured with respect to a dependent under the Prior Plan as of the day before the Policy Effective Date, the Deferred Effective Date provision will not apply to the original effective date of coverage for any dependent.

Instead, Your dependent will be considered to be insured and the Amount of Insurance will be the lesser of:

- 1) the Amount of Insurance in force on the life of the dependent under the Prior Plan; or
- 2) the Amount of Insurance shown in the Schedule of Benefits.]

#### [When will my coverage be effective if I change eligible classes?

You may become a member of a different eligible class. [Except as stated in **What is the Deferred Effective Date provision for Employees?**], coverage under the different eligible class will be effective immediately, if the different eligible class involves any reduction in coverage. Coverage will be effective on the first day of the month following Your active work as a member of the different eligible class, if the different eligible class involves the addition of any coverage.]

# **Beneficiary**

#### What is the definition of Beneficiary?

The person designated by You to receive the proceeds of the Group Life Insurance Policy payable upon Your death, the death of Your Spouse or Child(ren). [The Policyholder may not be named as Beneficiary.]

# How do I designate or change the Beneficiary?

You may designate a Beneficiary or change the Beneficiary subject to the following:

- 1) a written request must be made on a form satisfactory to the Company;
- 2) the form must be signed and filed with the Company while You are living and while insurance is in force; and
- 3) the change will be effective on the date the request was signed but will have no effect on any payment made by the Company before the change was filed.

# How will payment be made to the Beneficiary?

If more than one Beneficiary is designated and You do not specify their respective interests, the beneficiaries will share equally. The share of any Beneficiary who dies before You will be paid equally to the surviving beneficiaries, unless otherwise designated.

Any Beneficiary designation in an application for a policy to be issued under the Conversion [or Portability] provisions will be deemed notice of change of Beneficiary or beneficiaries for the Policy.

Death benefits will be paid as though the Beneficiary died before You if:

- 1) the Beneficiary dies simultaneously with or within 15 days after Your death; and
- 2) the Company has not paid the proceeds to the Beneficiary within the 15-day period.

#### What if there is no Beneficiary living at death?

If no Beneficiary under the Policy survives You or You fail to name a Beneficiary, benefits will be paid to any one or more of Your relatives in the order shown:

- 1) to Your surviving Spouse, but if no Spouse survives;
- 2) to the surviving Child or Children born to or legally adopted by You, equally, but if no Children survive;
- 3) to Your surviving parent or parents, equally.

In lieu of paying the benefits to any of the individual's named above, the Company may, at its option, pay the death proceeds to Your estate.

Any amount payable to a Beneficiary, who is a minor or is otherwise legally incompetent to give a valid release, may be paid to the legally appointed guardian of the Beneficiary. If there is no legally appointed guardian, payment may be made to the person or institution who, in the opinion of the Company, has assumed the custody and the principal support of the Beneficiary.

Any payment made by the Company in accordance with this section will fully discharge the Company from further liability for the amount of the payment.

# Are the death benefit proceeds subject to the claims of my creditors?

To the extent permitted by law, the death benefit proceeds are not subject to any claims of Your creditors or any beneficiaries.

# **Termination Provisions**

#### When will my insurance terminate?

All insurance provided for You will terminate at 11:59 p.m. on the earliest of the following:

- 1) on the date the Group Life Insurance Policy terminates;
- 2) on the date You cease to be in an eligible class;
- on the date Your [employment or membership] with the Policyholder organization terminates. [This will be the date You cease active work.] Accrued vacation and/or sick days will not extend termination date; or
- 4) the end of the period for which You have made any required contribution.

[If You are no longer Actively-at-work as a result of a disability, layoff or leave of absence the Employer may continue Your insurance as follows, provided premiums are paid when due:

- 1) [Insurance may be continued as a result of disability until the lesser of [the end of the twelfth month] following the month in which the disability began or the attainment of age [65].]
- 2) [Insurance may be continued as a result of layoff until [the end of the month] following the month during which the layoff began.]
- 3) [Insurance may be continued as a result of leave of absence until [the end of the month] following the month in which the leave of absence began.]
- 4) [Insurance may be continued as governed by the Employer's Human Resource policy on FMLA absence for up to [12 weeks] during a leave of absence elected under the federal Family and Medical Leave Act of 1993. The leave of absence must be approved and in writing by the Employer.]
- 5) [Insurance may be continued as governed by the Employer's Human Resource policy on Military Services leave of absence for up to [12 weeks]. The leave of absence must be approved in advance and documented as leave for military purposes by the Employer.]
- 6) [Insurance may be continued as a result of employment status change from full-time to part-time until [the end of the month] following the month during which the status change began.]
- 7) [Insurance may be continued if You are not working due to a strike, lockout or other labor dispute involving Your Employer until [the end of the month] following the month Your active employment ceased or the date You accept active full-time employment with another Employer; whichever occurs first.]

If Your insurance is continued the following will apply:

- 1) the required premium must be paid;
- Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said leave commenced; and
- such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Life Insurance Policy;
  - c) [Your Employer ceases to be a Participant Employer, if applicable;]
  - d) non-payment of premium when due by the Policyholder or You; or
  - e) the Group Life Insurance Policy no longer insures Your class.

# Life Insurance

#### What is the life insurance benefit?

Upon Your death, the Company will pay the Amount of Insurance as determined from Your Enrollment Form, as approved by the Company. This amount will be payable to Your Beneficiary after the Company receives satisfactory proof of Your death.

#### What should be done in the case of death?

Normally, if You die while a member of the group, Your plan administrator will be aware of that fact. Consequently, the plan administrator will initiate a procedure for making a death benefit claim to the Company. Your Beneficiary may have to supply the plan administrator or the Company with certain information before a death benefit claim procedure may begin.

It is always a good idea to keep Your Beneficiary informed concerning Your coverage under this plan. In event of Your death, it will be up to Your Beneficiary or legal representative to inform the plan administrator so that a death claim procedure may begin.

# What recourse do You or Your Beneficiary have if Your claim is denied?

On any claim, the claimant or His representative must appeal to Us for a full and fair review.

- 1) You or Your Beneficiary must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires a determination of disability, or
  - b) 60 days of receipt of claim denial for all other claims; and
- 2) You or Your Beneficiary may request copies of all documents, records, and other information relevant to Your claim; and
- 3) You or Your Beneficiary may submit written comments, documents, records, and other information relating to Your claim.

We will respond to You or Your Beneficiary in writing with our final decision on Your claim.

# **Conversion Privilege**

#### If my group life coverage ends, what rights do I have to convert to a new individual policy?

The Company will issue You a new individual policy of life insurance without Evidence of Insurability subject to the following:

- 1) If Your group life insurance or any portion of it ends due to termination of [employment or membership with the Policyholder organization] or membership in any of this policy's classes You may convert all or any portion of Your life insurance which was in force on the date of termination. However, the Amount of Insurance may not be greater than the amount which terminated.
- 2) If Your group life insurance ends due to termination of the Group Life Insurance Policy or amendment of the Group Life Insurance Policy which makes Your class ineligible for life insurance, You may convert a limited Amount of Insurance. You must have been continuously insured under this Group Life Insurance Policy for at least five (5) consecutive years immediately before termination. The Amount of Insurance may not exceed the lesser of the amount which terminated or [\$5,000].

The new individual policy will be issued only if application is made and the first premium is paid to the Company within 31 days after the termination of Your insurance.

The new individual policy may be any permanent (non-term) plan in use and approved for Conversion by the Company at Your attained age. The new individual policy will be issued without:

- Waiver of Premium, Accidental Death and Dismemberment, Accelerated Death Benefit or any other rider or additional benefits:
- 2) preferred risk premium rates; or
- 3) other premium discounts.

The premium will be at the Company's customary rate then applicable to the class of risk to which You belong and must be paid within 31 days after termination of Your group coverage. The new individual policy will take effect at the end of the 31-day period during which application for that policy may be made. The new individual policy will be in place of all benefits under the Group Life Insurance Policy.

#### What happens if I die during the Conversion period?

If You die during the Conversion period, the Amount of Life Insurance which You are entitled to convert will be paid to Your Beneficiary. This benefit will be paid even if You had not applied for Conversion.

# [Portability Benefit

#### What is Portability?

Portability allows You to continue Your life insurance coverage when Your coverage terminates due to:

- 1) termination of [employment or membership] with the Policyholder organization;
- 2) termination of membership in an eligible class; or
- 3) termination of the insurance of any class of individuals.

You must be covered under this Group Life Insurance Policy [or the Employer's Prior Plan] for a minimum of [12] consecutive months before You are eligible to request Portability.

### How do I elect Portability?

To continue coverage, the [Employee or member] must make a written request and pay the required premium to the Company within 31 days from the date employment or membership in an eligible class ends.

Coverage will continue under the provisions of the Group Life Insurance Policy until December 31 of the current year. Coverage is then provided under the Group Portability policy. Any extension of benefits, Waiver of Premium, Accidental Death and Dismemberment or any other riders will not apply to coverage under the Portability option.

#### Are there any limitations on Portability?

You may elect coverage under Portability or Conversion, but not both. You may not request Portability for a Spouse or Child(ren) only. Effective December 31, following Your [70<sup>th</sup>] birthday, You are not eligible for coverage under Portability.

The Amount of Insurance available for Portability for [an Employee or a member] is a minimum of \$20,000 and a maximum of the benefit amount in force on the date Your [employment or membership] in an eligible class terminates or [\$250,000], whichever is less.

You may not be covered under Portability and under the Group Life Insurance Policy. If coverage becomes effective under the Group Life Insurance Policy, coverage under Portability will terminate.

# Can the Spouse Life Insurance Benefit and Child(ren) Life Insurance Benefit be continued under the Portability policy?

Coverage provided under Spouse Life Insurance Benefit and Child(ren)Life Insurance Benefit may continue under Portability, only if the [Employee or member] elects Portability. The Amount of Insurance for the Spouse is limited to 50% of the amount the [Employee or member] elects to port and cannot exceed the coverage amount in effect at the time Portability is elected. The Amount of Insurance for a Child(ren) is limited to no more than \$5,000 and cannot exceed the coverage amount in effect at the time Portability is elected.

A Spouse and/or Child(ren) may not be covered under Portability and under the Group Life Insurance Policy. If coverage becomes effective under the Group Life Insurance Policy, coverage under Portability will terminate.

#### What is the premium for Portability coverage?

The premium rate for continued coverage to the end of the calendar year will be the same as the Policy premium rate in force on the date Your employment or eligibility ends. On January 1, the next year, the premium rate will be based on the then current premium rates for the Group Portability policy and will be billed [quarterly].

#### When does Portability coverage terminate?

Coverage under the Portability provision will terminate at the end of the calendar year. Coverage will then be provided under a Group Portability policy for the lesser of 2 years or until December 31 following Your [70<sup>th</sup>] birthday. Effective December 31 following Your [70<sup>th</sup>] birthday, You are not eligible for Group Portability coverage. The Portability policy will provide additional information.

#### If I elect Conversion, may I also elect Portability?

Portability or Conversion may be elected but not both.]

# **Accelerated Death Benefit**

ANY BENEFIT PAID UNDER THIS PROVISION MAY BE TAXABLE. IF SO, YOU OR YOUR BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.

#### What is the Accelerated Death Benefit?

Upon diagnosis of a Terminal Illness or Injury, You may make a one-time election to accelerate a partial payment of death benefits.

#### How will the amount I receive be determined?

The amount available for acceleration will be the Amount of Insurance provided under the Group Life Insurance Policy less any reductions that would occur within twelve months of the request. The maximum benefit is [50%] of the Amount of Insurance. See the minimum and maximum benefit limitations below.

**Example:** The Amount of Insurance \$20,000\*

Accelerated Death Benefit Requested (50%) 10,000
Accelerated Death Benefit Payment 10,000

Balance Payable at Death (subject to any scheduled reductions) \$10,000

### What is a Terminal Illness or Injury?

A Terminal Illness or Injury is any non-correctable medical condition that, in the physician's best medical judgment, will result in Your death within twelve months from the date of the physician's certification. The Terminal Illness or Injury must be diagnosed after Your effective date under the Group Life Insurance Policy to which this Accelerated Death Benefit Provision is included.

#### What is the minimum and maximum amount available as an Accelerated Death Benefit?

The minimum Accelerated Death Benefit that may be elected is [\$2,500]. If [50%] of the Amount of Insurance provided under all Kansas City Life Insurance Company Group Master Policies is less than [\$2,500], no benefit will be available. The maximum Accelerated Death Benefit available on any one Insured Individual under all Kansas City Life Insurance Company Group Master Policies which have the Accelerated Death Benefit Provision is [\$100,000].

#### How will election of an Accelerated Death Benefit affect my remaining Amount of Insurance?

When an Accelerated Death Benefit is paid, the Amount of Insurance will be reduced by the amount of the Accelerated Death Benefit. The remaining Amount of Insurance will be paid according to the terms of the Group Life Insurance Policy, subject to any reduction and termination provisions. Also, any amount You could otherwise have converted to an individual contract will be reduced by the amount of the Accelerated Death Benefit.

### How do I request an Accelerated Death Benefit?

You may claim the Accelerated Death Benefit by forwarding to the Company a physician's certification satisfactory to the Company and a completed claim form, executed by You. Claim forms are available from the Company. The Company reserves the right to request additional medical information from any physician or institution that may have provided treatment for the Terminal Illness or Injury. The Company may require You to be examined by a physician of their choice and at their expense.

The Company reserves the right to require the written consent of any assignee or creditor Beneficiary. Irrevocable beneficiaries must consent in writing to payment of the Accelerated Death Benefit.

If You die after a request for an Accelerated Death Benefit is submitted but before an Accelerated Death Benefit is paid, no Accelerated Death Benefit will be payable.

A Physician is a licensed doctor of medicine (M.D.) or licensed doctor of osteopathy (D.O.) operating within the scope of licensure. This does not include You, Your parents, Spouse, Children, stepchildren, aunts, uncles, grandparents, grandchildren, siblings, or in-laws.

This provision terminates on the date the Group Life Insurance Policy terminates for any reason.

<sup>\*</sup>The above example assumes no scheduled reductions within 12 months.

# [Spouse Life Insurance Benefit

#### What is the benefit for Spouse Life Insurance Benefit coverage?

The Company will pay the amount due as determined from Your Enrollment Form, as approved by the Company, upon receiving proof of a Spouse's death while Spouse Life Insurance Benefit is in force. At the time of the Spouse's death, You must be insured with respect to the Spouse. Coverage is effective only if elected on the Enrollment Form and approved by the Company.

#### Who is included as an eligible Spouse under the Group Life Insurance Policy?

Your Spouse, [who is under the age of 70] from whom You are not legally separated or divorced, is eligible for insurance. A Spouse will not include any person who is eligible under the Group Life Insurance Policy as [an Employee or a member]. [A Spouse who is a full-time member of the armed forces of any country is not eligible for insurance.]

#### Who is eligible for Spouse Life Insurance Benefit coverage under the Group Life Insurance Policy?

All classes of eligible individuals under the Group Life Insurance Policy, unless otherwise indicated, will be eligible for Spouse Life Insurance Benefit. You will be eligible on the later of:

- 1) the date You are eligible for insurance under the Group Life Insurance Policy; or
- 2) the date You first acquire a Spouse.

### When will my Spouse Life Insurance coverage begin?

Your Spouse's insurance will take effect on the latest of:

- 1) the date Your insurance under the Group Life Insurance Policy is effective;
- 2) the date You first acquire a Spouse;
- 3) the date You complete an application for Spouse coverage; or
- 4) the date Evidence of Insurability, if any, is approved by the Company.

If You complete an application for Spouse insurance more than 31 days after becoming eligible for Spouse insurance, such insurance will not be effective until You provide evidence of the Spouse's insurability, and it is approved by the Company.

For a Spouse, if on the date the Spouse is to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

The Spouse is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere:

Such coverage will not start until [the Spouse:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.]

[Confined Elsewhere means the Spouse is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.]

#### If a Spouse dies, who will receive the proceeds?

Any amount that is payable upon death of Your Spouse will be paid, unless otherwise provided, to You, if living, otherwise to Your estate or legal successors.

### Under what circumstances will my Spouse Life Insurance Benefit coverage be terminated?

The insurance of a Spouse terminates on the earliest of the following dates:

- 1) 31 days after the end of the period for which premiums have been paid for Your Spouse insurance;
- the date the Spouse Life Insurance Benefit terminates;

- 3) the date the [Employee or member]'s insurance under the Group Life Insurance Policy terminates; or
- 4) the date the Spouse is no longer a Spouse as defined[.;or
- 5) the date the Spouse attains age [70].]

#### What rights does my Spouse have to convert to a different policy?

The Spouse's insurance may be converted to a new individual policy of life insurance, other than term insurance, if the Spouse's insurance terminates because:

- 1) Your insurance ceases; or
- 2) the Spouse is no longer a Spouse as defined.

The conditions and limitations in the Life Insurance section will apply to Spouse Conversion. In no case will the Amount of Insurance under the new individual policy be greater than the amount in force for such Spouse at the time of termination. If the Spouse is not legally able to apply for individual life insurance, a person legally entitled to act on the Spouse's behalf may exercise the Conversion privilege.]

## [Child(ren) Life Insurance Benefit

#### What is the coverage provided under the Child(ren)Life Insurance Benefit?

The Company will pay the amount due as determined from Your Enrollment Form, as approved by the Company, upon receiving proof of a Child's death while Child(ren)Life Insurance Benefit is in force. At the time of the Child's death, You must be insured with respect to the Child. Coverage is effective only if elected on the Enrollment Form and approved by the Company.

#### Who is included as an eligible Child(ren) under the Group Life Insurance Policy?

Eligible Child(ren) are [each unmarried Child who is:

- 1) under 19 years of age;
- 2) 19 years of age, or to age 25, if the Child:
  - a) is a full-time student. A full-time student is a dependent Child who attends an accredited high school, college, university, technical school, trade school or vocational school on a full-time basis as defined by the school. It is the responsibility of the Insured Individual to provide Kansas City Life with evidence of a dependent's full-time student status. This documentation must be provided by the school and include the semester enrolled and the number of credit hours at the time of claim.
- 3) age 19 or over if the Child:
  - a) is incapable of earning a living due to mental or physical handicap on the day before reaching the age limit;
  - b) depends on You for more than half of his or her support on the day before reaching the age limit; and
  - c) remains incapacitated and dependent as described. You must submit proof of incapacity and dependency to the Company within 31 days after the Child reaches the age limit. The Company can require proof of continued incapacity and dependency but not more than once each year after the two-year period following the Child reaching that age limit.]

Child(ren) includes only:

- 1) Your natural Child or adopted Child; and/or
- 2) Your stepchild, grandchild, or other Child who lives with You in a regular parent-child relationship and for whom You (or Your Spouse who lives with You) have legal custody ordered by a court of competent jurisdiction.

A Child will not include any person who is eligible under the Group Life Insurance Policy as [an Employee or a member]. No person will be considered a Child of more than one [Employee or member] under the Group Life Insurance Policy. [A Child who is a full-time member of the armed forces of any country is not eligible for insurance.]

#### Who is eliqible for Child(ren)Life Insurance Benefit coverage under the Group Life Insurance Policy?

All classes of eligible individuals under the Group Life Insurance Policy, unless otherwise indicated, will be eligible for Child(ren) Life Insurance Benefit. You will be eligible on the later of:

- 1) the date You are eligible for insurance under the Group Life Insurance Policy; or
- 2) the date You first acquire a Child(ren).

#### When will the Child(ren) Life Insurance coverage begin?

Your Child(ren) insurance will take effect on the latest of:

- 1) the date Your insurance under the Group Life Insurance Policy is effective;
- 2) the date You first acquire a Child(ren);
- 3) the date You complete an application for Child(ren) coverage; or
- 4) the date Evidence of Insurability, if any, is approved by the Company.

If You complete an application for Child(ren)Life Insurance Benefit more than 31 days after becoming eligible for Child(ren)Life Insurance Benefit, such insurance will not be effective until You provide evidence of the Child(ren)'s insurability, and it is approved by the Company.

For Child(ren), if on the date a Child(ren) is to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

the Child(ren) is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

Such coverage will not start until [the Child(ren):

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.]

[Confined Elsewhere means the Child(ren) is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.]

#### If a Child dies, who will receive the proceeds?

Any amount that is payable upon death of any insured Child will be paid, unless otherwise provided, to You, if living, otherwise to Your estate or legal successors.

#### Under what circumstances will Child(ren)Life Insurance Benefit coverage be terminated?

The insurance of a Child(ren) terminates on the earliest of the following dates:

- 1) 31 days after the end of the period for which premiums have been paid for the Child(ren)Life Insurance Benefit;
- 2) the date the Child(ren)Life Insurance Benefit terminates;
- 3) the date Your insurance under the Group Life Insurance Policy terminates; or
- 4) the date the Child is no longer a Child as defined.

#### What rights does my Child have to convert to a different policy?

The Child's life insurance may be converted to a new individual policy of life insurance, other than term insurance, if the Child's insurance terminates because:

- 1) Your insurance ceases; or
- the Child is no longer a dependent as defined.

The conditions and limitations in the Life Insurance section will apply to Child(ren) Conversion. In no case will the Amount of Insurance under the new individual policy be greater than the amount in force for such Child at the time of termination. If the Child is not legally able to apply for individual life insurance, a person legally entitled to act on the Child's behalf may exercise the Conversion privilege.]

## [Waiver of Premium Benefit

(This coverage is not available for Conversion [or Portability].)

#### What is the definition of Total Disability/Totally Disabled?

Total Disability means disability which prevents You from engaging in the material and substantial duties of any gainful business or occupation, for which You are or could reasonably become, qualified by reason of education, training or experience.

Total Disability requires:

- 1) the regular attendance by a licensed physician other than You or a family member;
- that disability occurs while the Waiver of Premium benefit is in force with respect to You and is the result of sickness or bodily injury; and
- 3) that disability began prior to the policy anniversary date when Your age is [60].

[If You become Totally Disabled on or after Your 60<sup>th</sup> birthday, but before age 65, life insurance premiums may be waived for up to 1 year, but not past the earlier of age 65, or the date You are Retired.]

#### What is the Waiver of Premium benefit?

The Company will waive the payment of Your life insurance premiums for coverage under the Group Life Insurance Policy, excluding Accidental Death and Dismemberment, if You are Totally Disabled for a minimum of [9 months].

#### What risks are not covered under the Waiver of Premium benefit?

Premiums will not be waived if disability results from:

- 1) any intentionally self-inflicted injury, suicide, or suicide attempt, [whether sane or insane];
- 2) war, or any act of war, whether declared or undeclared;
- 3) any injury received while in any armed service of a country which is at war or engaged in armed conflict;
- 4) taking part in a riot or insurrection or an act of riot or insurrection; or
- 5) participation in an illegal occupation or activity or attempt to commit a felony.

#### What are the proof of disability requirements?

Satisfactory written proof of Total Disability must be received by the Company before premiums will be waived. Proof must be given to the Company:

- 1) during Your lifetime and continued Total Disability; and
- 2) within one year after Total Disability begins.

#### Does the Company require proof of continued disability?

Yes. After initial proof of Total Disability, the Company may require, at reasonable intervals, proof that You are still Totally Disabled. However, after two years of continuous Total Disability, proof will not be required more often than once a year. The Company may require You to be examined by a medical examiner chosen by the Company and at its expense. If You fail to submit any required proof, or refuse to be examined as required by Us, then Your coverage may terminate.

#### What should be done when I recover or return to work?

You should give immediate notice to the Company when You recover from Total Disability or return to work.

## Should premiums continue to be paid prior to a disability claim being approved?

Yes. Premiums due before a Total Disability claim is approved should be paid prior to the expiration of the grace period. If the claim is approved, any premium paid which is eligible for waiver will be refunded.

Does the Waiver of Premium benefit continue if coverage ceases under the Group Life Insurance Policy? If coverage ceases under the Group Life Insurance Policy, after You qualify for Waiver of Premium, Your coverage will not be affected.

#### What Amount of Insurance will be waived under this benefit?

The Amount of Insurance for which premiums will be waived and for which a death benefit may be paid, will be the Amount of Life Insurance, excluding Accidental Death and Dismemberment, shown in Your Enrollment Form, as approved by the Company. However, the death benefit cannot exceed the amount in force on the date

disability commenced and will be subject to all benefit reductions and termination provisions in the Group Life Insurance Policy.

#### When will insurance terminate under this provision?

This benefit terminates on the earliest of:

- 1) the first day You cease to be Totally Disabled;
- 2) the date You fail to supply proof of continuous disability as required above;
- the date You fail to be examined as required above;
- 4) [one year after the beginning of the period of continuous Total Disability if Your Total Disability began between ages 60 and 65;]
- 5) the date You attain age [70] [if Total Disability began before age 60];
- 6) the date You return to active full-time work; [or
- 7) the date You are Retired.]

Following the termination of this benefit:

- 1) if You are then eligible for insurance under the Group Life Insurance Policy, insurance will be subject to all the provisions of the Group Life Insurance Policy; or
- 2) if You are not then eligible for insurance under the Group Life Insurance Policy, You will be entitled to Conversion [or Portability].]

## [Accidental Death and Dismemberment (AD&D) Benefit

(This coverage is not available for Conversion, [Portability], Waiver of Premium or Accelerated Death.)

#### What conditions are necessary for benefits to become payable?

The Company will pay a benefit if You[, Your Spouse or Child(ren)] suffer an accidental injury while that Covered Person is insured and:

- 1) a Loss results directly from such injury, independent of all other causes; and
- 2) such Loss occurs within [90 days] after the date of the accident causing the injury.

#### When should the Company be notified of a claim?

A claimant must give the Company, or Our appropriate representative, written notice of a claim within 20 days after the Loss happens or starts. If notice cannot be given within that time, it must be given as soon as reasonably possible.

Such notice must include:

- 1) the claimant's name and address; and
- 2) the Policy number.

#### Are special forms required to file a claim?

Within 15 days of receiving a notice of claim, the Company or Our appropriate representative will send forms to the claimant for providing proof of Loss. If the forms are not provided within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

#### When must proof of Loss be given?

Satisfactory written proof of Loss must be sent to the Company or Our appropriate representative, within 90 days after the date of such Loss. However, all claims must be submitted to the Company within 90 days of the date any individual's insurance terminates.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible, but no later than a year after it is due unless the claimant is not legally competent.

#### When and to whom will a claim be paid?

Benefits for Loss of life will be paid in accordance with Your life insurance Beneficiary designation. Unless otherwise specified, benefits for all other Losses are payable to You.

Benefits for all other Losses will be paid as soon as written proof is received. Benefits for all other Losses will be paid not more than 60 days after written proof is received.

Benefits due under the Policy are overdue if not paid within forty-five (45) days after the Company receives proof of Loss, necessary medical information and other information essential for the Company to administer policy provisions.

If the claim is not denied for valid and proper reasons by the end of the forty-five (45) day period, the Company will pay You interest on accrued benefits at the rate of one and one-half percent (1 ½%) per month on the amount of such claim until it is settled or adjudicated.

In the event the Company fails to pay benefits when due, You may bring action to recover such benefits, any interest which may accrue and any other damages as may be allowable by law.

Any payments other than for Loss of life which are owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then the Company may pay up to \$1,000 to Your relative who is entitled to it in the Company's opinion. Any such payment shall fulfill the Company's responsibility for the amount paid.

#### What types of injuries are excluded from coverage?

No benefit will be paid for a Loss caused or contributed to by:

- 1) sickness;
- 2) disease;
- 3) any medical or surgical treatment for items (1) or (2);
- 4) any infection, except a pus-forming infection of an accidental cut or wound;
- 5) war or any act of war, whether war is declared or not;
- any injury received while in any armed service of a country which is at war or engaged in armed conflict;
- any intentionally self-inflicted injury, suicide, or suicide attempt, [whether sane or insane];
- taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered by a licensed physician;
- 9) the injured person's intoxication;
- 10) riding in or boarding or alighting from any vehicle or device for aerial navigation as a pilot or crew member;
- 11) driving or riding in any vehicle used in a race, speed or endurance test or for acrobatic or stunt driving; or
- 12) participation in an illegal occupation or activity or attempt to commit a felony.

Intoxication means that blood alcohol content or the results of other means of testing blood alcohol level, meet or exceed the legal presumption of intoxication under the law of the state where the accident took place.

#### What is the benefit payable?

The benefit payable for any Loss is that which is shown opposite the Loss in the following schedule. The Principal Sum is defined earlier in this certificate. No benefit is payable for any Loss which is not shown in the schedule below.

Description of Loss
Loss of life
Loss of a hand
Loss of a foot
Loss of an eye
Loss of speech or hearing
Loss of thumb and index finger on either hand
Loss of movement of both upper and lower
limbs (Quadriplegia)
Loss of movement of three limbs (Triplegia)
Loss of movement of both lower limbs
(Paraplegia)
Loss of movement of both upper and lower
limbs on one side of the body (Hemiplegia)
Loss of movement of one limb (Uniplegia)
More than one of the above resulting from one
accident

#### Benefit

Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-quarter the Principal Sum
Principal Sum

Three-quarters the Principal Sum Three-quarters the Principal Sum

One-half the Principal Sum

One-quarter the Principal Sum Principal Sum or the sum of the Benefits payable for each Loss, whichever is less.

#### Loss means the following:

- 1) Loss of a hand or foot means that it is completely cut off at or above the wrist or ankle joint.
- 2) Loss of an eye means that sight in the eye is completely lost and cannot be recovered or restored.
- 3) Loss of speech or hearing means that speech or hearing is lost entirely and the Loss cannot be recovered or restored. Hearing must be lost in both ears.
- 4) Loss of movement of limbs means that the movement is completely lost and is irreversible.
- 5) Loss of thumb and index finger means actual severance through or above the metacarpophalangeal joints.

## [Seat Belt/Air Bag Benefit

(This coverage is not available for Conversion, [Portability], Waiver of Premium or Accelerated Death.)

Subject to all conditions and limitations of this AD&D Benefit, if You[, Your Spouse or Child(ren)] suffer a Loss under the AD&D Benefit, while:

- 1) a passenger riding in; or
- 2) the licensed operator of,

an Automobile and, at the time of the accident, You[, Your Spouse or Child(ren)] were properly wearing a Seat Belt as verified on the police report, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

#### What is the Seat Belt Benefit payable?

The Seat Belt Benefit payable is the lesser of:

- 1) 10% of the Principal Sum; or
- 2) \$10,000.

#### What conditions are necessary for an Air Bag Benefit to become payable?

If a Seat Belt Benefit is payable, the Company will pay an additional 5% of the Principal Sum, subject to a maximum of \$5,000, as an Air Bag Benefit, provided that:

- 1) You[, Your Spouse or Child(ren)] were positioned in a seat that was equipped with a factory installed Air Bag;
- 2) You[, Your Spouse or Child(ren)] were properly strapped in the Seat Belt when the Air Bag inflated; and
- 3) the police report establishes that the Air Bag inflated properly upon impact.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. An Air Bag is not considered a Seat Belt.

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Employer, organized and licensed for the transportation of passengers for hire and operated by an Employee of that concern.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.]

## [Repatriation Benefit

(This coverage is not available for Conversion, [Portability], Waiver of Premium or Accelerated Death.)

Subject to all conditions and limitations of this AD&D Benefit, if You[, Your Spouse or Child(ren)] die, then a Repatriation Benefit will be paid in addition to the Principal Sum. For a Repatriation Benefit to be payable, the death must occur at least 100 miles from the deceased person's place of permanent residence.

#### What is the Repatriation Benefit payable?

The Repatriation Benefit payable is the lesser of:

- 1) the expense incurred for:
  - a) preparation of Your[, Your Spouse or Child(ren)]'s body for burial or cremation; and
  - b) transportation of Your[, Your Spouse or Child(ren)]'s body to the place of burial or cremation; or
- 2) 5% of the Principal Sum; or
- 3) \$5,000.]

## [Child(ren) Education Benefit

(This coverage is not available for Conversion, [Portability], Waiver of Premium or Accelerated Death.)

Subject to all conditions and limitations of this AD&D Benefit, if You die, then an Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to each of Your dependents who qualifies as a Student.

#### Who may qualify as a Student?

A Student, for the purpose of this Education Benefit, means a person who is Your dependent on the date of Your death, and who:

- is a post-high school student who attends a school for higher learning on a Full-time basis on the date of Your death; or
- 2) became a Full-time post-high school student in a school for higher learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

The term "Full-time" student shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full-time student status by a method other than semester credit hours, the Company reserves the right to determine whether the student qualifies as Full-time.

No benefit is payable to any dependent who has not furnished proof to the Company of his Student status.

#### What is the Education Benefit payable?

The Education Benefit payable is the lesser of:

- 1) the actual tuition expense for any one school year; or
- 2) 2.5% of the Principal Sum; or
- 3) \$2,500.

The Company will not pay more than one Education Benefit per Student during any one school year.

If the Student is a minor, the Company will pay benefits to the Student's legal representative.

#### When will payments terminate?

The Education Benefit will no longer be payable on the first to occur of:

- 1) the date on which the fourth Education Benefit for a Student is paid; or
- 2) the end of the 12th consecutive month during which the dependent has not furnished satisfactory proof to the Company that he is a Student.

#### What benefits are payable if no dependent qualifies as a Student?

If no dependent qualifies as a Student, then the Company will pay \$1,250 in accordance with Your Beneficiary designation.]

## [Spouse Education Benefit

(This coverage is not available for Conversion, [Portability], Waiver of Premium or Accelerated Death.)

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Spouse Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to Your Spouse.

#### What conditions are necessary for Spouse Education Benefits to become payable?

To qualify for this Benefit, Your Spouse must enroll in an Occupational Training program:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one year of the date of your death.

#### What is the Spouse Education Benefit payable?

The Spouse Education Benefit payable is the lesser of:

- 1) the Expense Incurred for Occupational Training; or
- 2) 2.5% of the Principal Sum; or
- 3) \$2,500.

The Company will pay the Spouse Education Benefit immediately after the Company receives proof that Your Spouse has enrolled in an Occupational Training program.

#### What benefits are payable if there is no surviving Spouse?

If there is no surviving Spouse, the Company will pay \$1,250 in accordance with Your Beneficiary designation.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he otherwise would not have been qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed

for the Occupational Training program. The expense must be incurred during the two year period that begins on the date of Your death.]

## [Day Care Benefit

(This coverage is not available for Conversion, [Portability], Waiver of Premium or Accelerated Death.)

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Day Care Benefit is payable in addition to the Principal Sum. The Day Care Benefit is payable for each dependent if:

- 1) such dependent is less than age 7 at the time of death; and
- 2) proof of such dependent's enrollment in a Day Care Program is provided as described below.

#### What is the Day Care Benefit payable?

The Day Care Benefit payable is the lesser of:

- 1) \$2,500; or
- 2) 2.5% of Your Principal Sum.

One Day Care Benefit is payable each year for each dependent who qualifies for Day Care Benefits. No more than four Day Care Benefits will be payable for each dependent. Payment will be made to the person who has primary responsibility for such dependent's expenses.

#### What proof must be given?

Proof of a dependent's enrollment in a Day Care Program may be in the form of, but will not be limited to, the following:

- 1) a copy of the dependent's approved enrollment application in a Day Care Program;
- 2) canceled check(s) which prove payment for a Day Care Program; or
- 3) a letter from the Day Care Program stating that the dependent:
  - a) is attending a Day Care Program; or
  - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of Your death.

Proof of enrollment must be sent to the Company prior to the last day of the 12th month on or next following the date of Your death.

Day Care Program means a program of Child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides and charges a fee for the care of Children; and
- 3) is licensed as a Day Care Center or is operated by a licensed Day Care Provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides childcare on a daily basis for 12 months a year.

A Day Care Program will not mean a program of childcare which is provided by an immediate relative of the Child receiving the care. An immediate relative is a sibling, parent, step-parent, grandparent, aunt, or uncle.

#### What benefits are payable if no person is eligible for Day Care Benefits?

If no dependent qualifies for Day Care Benefits, then the Company will pay \$1,250 in accordance with Your Beneficiary designation.]

## [Common Disaster Benefit

(This coverage is not available for Conversion, [Portability], Waiver of Premium or Accelerated Death.)

#### What is the Common Disaster benefit?

If You and Your Spouse die as the result of an injury:

- 1) sustained in the same accident while the Policy is in force; and
- 2) death occurs within [90 days] of the accident;
- 3) and a Principal Sum is payable under the Accidental Death and Dismemberment Benefit for each death.

The Principal Sum applicable to Your Spouse will be increased to 100% of Your Principal Sum payable under the Accidental Death and Dismemberment Benefit. However, the combined benefit amounts when added together may not exceed [\$500,000].



# Application for Group Term Insurance Basic Life, Voluntary Life, Supplemental Life

1.	Legal Name of Application	ant (Policyholder)			2.	Federal Tax ID No.	
3.	Nature of Business			Standard I	ndustrial Classifi	cation (SIC) Code	
4.	Street Address, City,	State, Zip					
5.	Name of Subsidiaries	, Divisions or Affiliates to be	e Covered				
6.	Name and Title of Pla	n Administrator (Corporate	Officer)	Phone N	No.	Fax	E-mail
7.	Name and Title of Co	rrespondent (Routine Acco	unting Matters)	Phone N	No.	Fax	E-mail
8.	Billing Address(es) - I	f Different From Street Add	ress				
9.	Service of Legal Proc	ess Agent (If Different From	Plan Administrator)	Phone N	No.	Fax	E-mail
10.	Street Address, City,	State, Zip					
11.	Proposed Effective D	ate of Insurance	12. Advance Paymo	ent of \$	is subminsurance when	itted with this applicat	ion to be applied by the
13.	If the insurance applied <u>Carrier</u>	ed for replaces, or is in addit			esale insurance r		
			Eligib	ility			
14. Basic	Eligible Classes: : Life	Voluntary Life	Supplemental L		15. Are any i If yes, provide Full Name		sabled? 🗌 Yes 🗌 No
	Full-Time Employees ghrs./week	All Full-Time Employed workinghrs./week	es All Full-Time E workinghrs		<u>r un rvanic</u>		
□Oth	ner	Other	Other		Social Securi	ty Number	
16. Basic	Probationary Waiting Life	Period: Voluntary Life	Supplemental Lif	e			
	_days/months	days/months	days/months	S	17 Number	of cligible and enrolled	l individuale:
	date? If no, all current	ployees hired on or before tly enrolled employees will b ess of employment date.		icy	Basic Life	of eligible and enrolled Voluntary Life	Supplemental Life
	Yes No				# eligible	# eligible	# eligible
	probationary waiting p	ive the first of the month fol period?	lowing completion of			-	•
	Yes No				# enrolled	# enrolled	# enrolled

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		Premium	
18. What percentage does the employ	ver contribute towards the p	remium?	
% Basic Life% D	ependent Life	% Voluntary Life% Su	pplemental Life
	Covera	ge Applied For	
19. Basic Term Life Insurance Waiver of Premium Accidental Death & Dismer Dependent Life Spouse \$ Children: 14 days - 6 mos. \$ 6 mos 19 yrs. \$	☐ Waive mberment ☐ Accide ☐ Spous	r Term Life Insurance r of Premium ental Death and Dismemberment e and Child/ren Life Benefit	☐ Supplemental Term Life Insurance ☐ Waiver of Premium ☐ Accidental Death & Dismemberment ☐ Spouse and Child/ren Life Benefit
	Sched	ule of Benefits	
20. Please attach a copy of the proposal			forant from those proposed
	Agreeme	nt and Signatures	
	oved by Kansas City Life In ard to those individuals lis the Company; (b) the date a any of the Company's rig ts a false or fraudulent cla	ted above in the Eligibility Section this application is signed; or (c) this or requirements, or to make im for payment of a loss or bene	on, on the latest of the following dates: the date the first premium is paid in full. or alter any contract or policy. fit or knowingly presents false
Dated at		thisday of	, year of
City, State			
Signature of Writing Agent	Agent Code	Officer's Signature	
Agent's Name and State License ID No SSN (Plea	se Print)	Please Print Officer's Name	
Signature of Other Agent(s)	Agent Code	Title	
Agent(s) Business Address, City, State, Zip	e-mail address	Agency	Agency Code

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## Kansas City Life Insurance Company

## **Group Insurance Enrollment Form**

		COMPLETE	D BY EMPLOYE	ER			
1. Employer					2. Location		
3. Full-time employment date	4. Occup	oation		5. Hours	worked/week	6. Annual earnir	ngs
7. Coverage class 8.	Rehire date		ollment is: (chec				
					☐New hire ☐C	Change  Othe	ſ
		COMPLETE	D BY EMPLOYE	EE			
10. Last Name, First Name, Middle In							
11. Home Address, City, State and Zi	0						
12. Social Security Number		13. ☐Male [	Female	14. Date	of Birth (M/D/Y)	15. Single	Married
To apply for coverage(s), complete t	he following secti	ion and sign below	w. Indicate only t	those produ	ıcts available throu	ugh your employe	er/plan sponsor.
16. Coverage(s) for Employee:					e(s) for Dependent	s (Employee cov	erage required)
[☐Basic Life & AD&D ☐ Volu [☐Dental If Applicable: ☐Low Plate		ital Life Amount: _		Dependen	t Life] oluntary/Suppleme	ntal Lifo Amount	. 1
		olicable: Amount:			/oluntary/Supplem		
	ntary LTD If App	olicable: Amount:			Spouse Child/		
[ Vision 18. If COBRA continuee, please support of the company of	oly qualifying ever	nt and date:1	[[VIS	sion:	Spouse Child/	renj	
[ [ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]							
[19. Full Name of Primary Beneficiary	and Relationship	o to you (applicabl	le to life insurand	ce only):]			
[20. Full Name of Contingent Benefici	ary and Relations	ship to you (applic	able to life insur	ance only):	]		
	For Depende	nt Coverage: List	each dependent	t you wish t	to insure.		
21. Name (show last name if different	•	Gender	Relationshi	3	Date of Birth	[Other Dent	tal Coverage]
Spouse			N/A			Υ	N
Child						Y	N
Child Child						Y	N N
Child						Y	N
By signing below, I acknowledge I Enrollment Form.	have read and I	agree to the terr	ns of the Provis	sions of Co	overage containe	d on the reverse	e side of this
22. Signature of Employee:					Date:		_
(To decline any coverages, complete "Declination of Coverage" on page 2.)							
	ASE DO NOT FIL	LL IN SHADED A			FICE USE ONLY	Olace Cau	
Group No			Ellec	ctive Date (I	M/D/Y) (	Class Cov	erage Amount
Cert. #		asic Life& AD&D					
Approved as requested		asic Dep. Life ol/Supp Life EE					
Approved as requestedApproved with changes		ol/Supp Life SP					
Employee	Vo	ol/Supp Life Child					
Spouse Child/ren		TD TD					
By:		e <b>nta</b> l					
Date:		sion					

#### \*PROVISIONS OF COVERAGE

- I hereby apply to Kansas City Life Insurance Company for Group Insurance as presented to me and authorize my employer to make any necessary deduction from my wages to pay the premium when my insurance becomes effective.
- I represent I am not presently disabled and I am performing the material and substantial duties of my occupation for at least the number of hours as shown in column 5.
- Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- I understand any material misstatement on this enrollment form may result in a denial of a claim and/or discontinuance of coverage.
- I have made a copy of this application for my records.

DECLINATION OF COVERAGE					
To refuse coverage(s) for which yo	u are required	d to pay a portion	n of the premi	um, please con	nplete the following section:
Last Name, First Name, Middle Initial Employer					
	Indicate	Coverage(s) D	eclined Below	<u>'</u> :	
Coverage(s) for Employee:       Coverage(s) for Dependents (Employee coverage required):         [Basic Life & AD&D]       [Voluntary/Supplemental Life]       [Life:SpouseChild/ren]         [Dental]       [Voluntary STD]       [Dental:SpouseChild/ren]         [Short-Term Disability]       [Voluntary LTD]       [Vision:SpouseChild/ren]         [Long-Term Disability]       [Vision]					
Reason for refusing coverage:					_
I have been given an opportunity to participate in understand by this refusal, I and/or my depender Child(ren) desire to participate at a later date, co	its will not be	entitled to any b	enefits under	these coverage	es marked. If I and/or my Spouse or
Signature:				ate:	
If requested to do so by Ka					he following items.  Weight change in last year (gain/loss)
Name of Employee:	Age	Gender	Height	Weight	weight change in last year (gainloss)
Name of Spouse of Employee (if applicable):	Age	Gender	Height	Weight	Weight change in last year (gain/loss)
During the past five years, have you (or anyone p the following: heart condition (including high blood disease; arthritis or any other disease of the joints the brain, nervous, digestive or reproductive syste Syndrome (AIDS) or AIDS-Related Complex (AR	d pressure)*; of s, including ne em; muscle or	cancer or tumor; ck and back disc	chronic/recur orders; any m	rent respiratory ental, emotiona	disease; diabetes; kidney or liver or liver any disorder of
Employee: Yes No		Sp	oouse (life cov	verage only):	]Yes □No
During the past five years, have you been decline	d coverage fo	r any life or disa	bility insurance	ce?	
Employee: Yes No		Sp	ouse (life cov	verage only):	]Yes □No
For female, disability applicants only: Are you cu	rrently pregna	nnt? □Yes □	No		
Please supply full details to "Yes" answers. List date(s) of onset, last occurrence, types of treatment including medication. *For high blood pressure, give date and last reading. If you require additional space, please attach separate sheet.					
I hereby represent that the above answers are complete and true to the best of my knowledge and belief concerning the past and present state of health and medical history of the person(s) to whom the answers relate. I agree that this document and all its contents shall form a part of my enrollment request for group benefits.					
Signature of Employee: Date:					
Signature of Spouse: Date:					

 SERFF Tracking Number:
 KCLF-125554059
 State:
 Arkansas

 Filing Company:
 Kansas City Life Insurance Company
 State Tracking Number:
 38613

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

## **Rate Information**

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 KCLF-125554059
 State:
 Arkansas

 Filing Company:
 Kansas City Life Insurance Company
 State Tracking Number:
 38613

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

# **Supporting Document Schedules**

**Review Status:** 

**Review Status:** 

Satisfied -Name: Certification/Notice 03/18/2008

Comments: Attachment:

ArCert - Reg. 19.pdf

Review Status:

Satisfied -Name: Application 03/18/2008

**Comments:** 

on the form schedule

Satisfied -Name: Readibility 03/28/2008

Comments:

Attachment:

READABILITY CERTIFICATION-AR.pdf

Review Status:

Satisfied -Name: Disclousures 03/28/2008

Comments: Attachments: GM179.pdf GM180.pdf

Review Status:

Satisfied -Name: variable list 03/28/2008

Comments: Attachments:

Variable Listing for CJ136.pdf Variable listing for GA166.pdf

Variable Listing for PJ136.pdf

 SERFF Tracking Number:
 KCLF-125554059
 State:
 Arkansas

 Filing Company:
 Kansas City Life Insurance Company
 State Tracking Number:
 38613

Company Tracking Number: PJ136

TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: PJ136

Project Name/Number: Group Term Life/PJ136

**Review Status:** 

Satisfied -Name: actuarial memo 03/28/2008

Comments:

Attachments:

Act Memo - ADD.pdf

Act Memo - Life Vol Life.pdf

## STATE OF ARKANSAS COMPLIANCE CERTIFICATION

COMPNAY NAME: Kansas City Life Insurance

FORM TITLES: Group Life Insurance Policy, Group Life Insurance Certificate,

Application for Group Insurance, Enrollment Form for Group

Life insurance

FORM NUMBER(S): PJ136, CJ136, GA165-AR, GA166-AR

I hereby certify that to the best of my knowledge and belief, the above form and submission is in compliance with Regulation 19, as well as the other laws, rules and regulations of the State of Arkansas.

W. David Phillips, FSA, MAAA Vice President, Group Actuary

Date: April 2, 2008

# **READABILITY CERTIFICATION**

Form	Score
PJ136	50.5
CJ136	50.2
GA165-AR	50
GA166-AR	50

Name: W. David Phillips, FSA, MAAA

Title: Assistant Vice President, Group Actuary

Company: Kansas City Life Insurance Company

**Date**: April 2, 2008



# How the Group Accelerated Death Benefit Rider Works:

You may request an Accelerated Death Benefit of up to 50% of the Amount of Insurance if you are diagnosed by a physician with a terminal illness. A terminal illness is any non-correctable medical condition that, in the physician's best medical judgment, will result in your death within 12 months from the date of the physician's certification.

The benefit is equal to 50% of the Amount of Insurance, up to \$50,000.

The maximum amount available is 50% of the Amount of Insurance, up to \$50,000. The minimum amount available must be at least \$10,000. We will adjust the Amount of Insurance after the Accelerated Death Benefit is paid.

**Example**: You request an Accelerated Death Benefit of 50% of the Amount of Insurance.

Current Amount of Insurance	\$30,000.00
Accelerated Death Benefit Percentage	50%
Accelerated Death Benefit requested	\$15,000.00
Accelerated Death Benefit payment	\$15,000.00

ANY BENEFITS PAID UNDER THIS RIDER MAY BE TAXABLE. IF SO, YOU OR YOUR BENEFICIARY MAY INCUR A TAX OBLIGATION. YOUR ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS MAY BE EFFECTED. AS WITH ALL TAX MATTERS YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.



## How the Group Accelerated Death Benefit Rider Works:

The Insured Individual may request an Accelerated Death Benefit of up to 50% of the Amount of Insurance specified amount if the Insured Individual is diagnosed by a physician with a terminal illness. A terminal illness is any non-correctable medical condition that, in the physician's best medical judgment, will result in the Insured Individual's death within 12 months from the date of the physician's certification.

The benefit is equal to 50% of the Amount of Insurance, up to \$50,000.

The maximum amount available is 50% of the Amount of Insurance, up to \$50,000. The minimum amount available must be at least \$10,000. We will adjust the Amount of Insurance after the Accelerated Death Benefit is paid.

**Example**: The Insured Individual requests an Accelerated Death Benefit of 50% of the Amount of Insurance.

\$30,000.00
50%
\$15,000.00
\$15,000.00

ANY BENEFITS PAID UNDER THIS RIDER MAY BE TAXABLE. IF SO, THE INSURED INDIVIDUAL OR THEIR BENEFICIARY MAY INCUR A TAX OBLIGATION. THE INSURED INDIVIDUAL'S ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS MAY BE EFFECTED. AS WITH ALL TAX MATTERS INSURED INDIVIDUALS SHOULD CONSULT THEIR PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.

We request an Accelerated Death Benefit Rider be issued with the			
Group Name	Group Number		
Signature of Policyholder	Date		
Signature of Agent	Agent Number		

# Variable Listing for CJ136 Basic/Voluntary Life Certificate

## [Schedule of Benefits

Policyholder Policy Number Policy Effective Date

Employer

#### Classes of Eligible Individuals

All full-time active Employees working XX hours or more per week

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees.

Waiting Period [As noted in Your Employer's Group Life Insurance Policy]

(VARIABLE COMMENT- as noted in Employer's policy may be changed to meet policyholder's specific needs, however this language is standard.)

#### **Benefit and Premium Schedule**

Sample Basic Life schedule

	AMOUNT OF	AMOUNT OF ACCIDENTAL
CLASSIFICATION OF INDIVIDUAL	<u>LIFE INSURANCE</u>	<u>DEATH AND</u>
DISMEMBERMENT		

All full-time active Employees

working XX hours or more per week \$XX \$XX

Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at Your Retirement from the Policyholder.

#### DEPENDENT LIFE INSURANCE

Spouse \$
Children
[14] days to 6 months \$
6 months to [19] years \$
(or age [25] if full-time student)

Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at [the spouse's attainment of age 70 or] Your Retirement from the Policyholder [whichever occurs first].

(VARIABLE COMMENT- -Infant age will vary from 0-30 days, 19 will vary from 19-25, 25 will vary from 21-26, attainment of age 70 may be removed if not applicable or range from 65-70; whichever occurs first will be removed if age 70 is removed)

CONTRIBUTIONS FROM INSURED INDIVIDUALS ARE: Required/Not Required

Sample Voluntary Life Schedule

#### Classification of Individual

All full-time active Employees working XX hours or more per week

#### <u>Amount of Life & Accidental Death and Dismemberment</u> Insurance\*

Amount elected by Employee on Enrollment Form, as approved by the Company, in \$XX increments, a minimum of \$XX, and a maximum of \$XX or X times Annual Salary, whichever is less.

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees

Guaranteed Issue Amount is the lesser of X times Annual Salary or \$XX for Employee under the age of 70. If the Employee is age 70 or over, the Guaranteed Issue Amount is \$XX. Amounts in excess of the Guaranteed Issue Amount require Evidence of Insurability that is satisfactory to Kansas City Life.

Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at Your Retirement from the Policyholder.

#### Spouse Life & AD&D Insurance

The amount, if any, elected by [an Employee or a member] on the Enrollment Form, as approved by the Company. Increments of \$XX, minimum of \$XX, maximum of \$XX or one half of Your elected amount, whichever is less.

(VARIABLE COMMENT-Employee used for Employer groups and Member used for Association or Union groups)

Guaranteed Issue Amount is \$XX; amounts in excess of \$XX require Evidence of Insurability that is satisfactory to Kansas City Life.

Coverage reduces 35% at Your age 65, 55% of the original amount at Your age 70, 70% of the original amount at Your age 75 and 80% of the original amount at Your age 80. Coverage ceases at [the spouse's attainment of age 70 or] Your Retirement from the Policyholder [whichever occurs first].

(VARIABLE COMMENT- attainment of age 70 may be removed if not applicable or range from 65-70; whichever occurs first will be removed if age 70 is removed)

#### Child(ren) Life & AD&D Insurance

The amount, if any, elected by Employee on Enrollment Form, as approved by the Company.

[14] days to 6 months of age: \$1,500.

(VARIABLE COMMENT-Infant age will vary from 0-30 days)

6 months of age and over: Increments of \$2,500, minimum of \$2,500, maximum of \$10,000 or one half of Your elected amount, whichever is less.

#### **Initial Monthly Premium Rate Table\***

Insured Individuals Age 29 and	\$XX per \$1,000
under	
30 - 34	\$XX per \$1,000
35 - 39	\$XX per \$1,000
40 - 44	\$XX per \$1,000

45 - 49	\$XX per \$1,000
50 - 54	\$XX per \$1,000
55 - 59	\$XX per \$1,000
60 - 64	\$XX per \$1,000
65 - 69	\$XX per \$1,000
70 - 74	\$XX per \$1,000
Age 75 and over	\$XX per \$1,000
*Spouse rate based on Employee's age.	•

\$XX per unit of Child(ren) Life Insurance (unit equals \$1,500 for Child [14] days to 6 months and \$2,500 for Children over 6 months of age)

(VARIABLE COMMENT-Infant age will vary from 0-30 days)

Contributions from Insured Individuals are required/not required.

Waiver of Premium is included.

Accelerated Death Benefit is included.

\*AD & D includes the following riders:

Seat Belt/Air Bag Benefit

Repatriation Benefit

Child(ren) Education Benefit

Spouse Education Benefit

Day Care Benefit

Common Disaster Benefit]

(VARIABLE COMMENT-Entire Section 1 and Section 2 are variable to meet policyholder specific plan design)

#### **DEFINITION OF CERTAIN TERMS**

#### [Actively-at-work

You are considered actively-at-work with the Employer on a day that is Your regularly scheduled workday, if You are performing the material and substantial duties of Your job in the usual manner at Your regular place of employment on a full-time basis for a minimum of [30] hours per week. You will be deemed to be actively-at-work on a day that is not one of Your scheduled workdays only if You were actively-at-work on the preceding scheduled workday.]

(VARIABLE COMMENT-Actively at work- entire paragraph may be removed or modified to meet policyholder specific needs. A retiree class or membership group will not include Actively at work. 30 hours will vary from 10-40 hours)

#### [Annual Salary

Your annual fixed rate of compensation in effect immediately prior to the date of loss, excluding overtime, bonuses, expenses, allowances and other compensation except commissions. Commissions will be included for the preceding [24] months or from the date of employment, whichever is less. [Your Amount of Insurance will be calculated based on the lesser of Your Annual Salary as calculated above or the premium amount actually received by Us.]]

#### [Annual Salary

For sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or shareholders in a S-Corporation means Your average annual income reported as "net earnings from self-employment" for federal income tax purposes for:

- 1) the [2-3] [tax/calendar] year(s) just prior to the date of loss; or
- 2) the number of months You were employed in this capacity, if less than above period.

Annual Salary does not include dividends, capital gains and returns of capital. [Your Amount of Insurance will be calculated based on the lesser of Your Annual Salary as calculated above or the premium amount actually received by Us.]]

#### [Annual Salary

The amount shown on Your W-2 form received from the Employer for the calendar year just prior to the date of loss or for the period of Your employment with the Employer if You did not receive a W-2 form, excluding overtime, bonuses, expenses, allowances and other compensation except commissions. Commissions will be included for the preceding [24] months or from the date of employment, whichever is less. [Your Amount of Insurance will be calculated based on the lesser of Your Annual Salary as calculated above or the premium amount actually received by Us.]]

(VARIABLE COMMENT-Annual salary definitions may be removed or modified to meet policyholder specific needs. Commissions will vary from 0-36 months. 2-3 may be removed; either tax or calendar will be used. Last sentence will be removed if not applicable.)

#### [Employee

A person who works the minimum number of regularly scheduled hours for the Employer indicated on the Schedule of Benefits. [This specifically excludes a Retired Employee.] [This specifically includes a Retired Employee.] [An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer.] [Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.]]

(VARIABLE COMMENT-Entire definition is variable and may be changed to meet specific policyholder needs. Each variable sentence within this section may be removed if not applicable. In the event the contract is written for a Union or Association group then "Employee" will change to "Member" and the eligibility for that specific Union/Association will be added here.)

#### [Prior Plan

A group term life insurance sponsored by the Employer which was in force <u>on the day before</u> the Policy Effective Date.1

(VARIABLE COMMENT-Prior plan – entire paragraph may be removed)

#### **Retired Employee**

An individual who, on his last workday prior to Retirement, was Actively at work [and is currently receiving a benefit under the terms of the Employer's pension plan]. Retiree does not include an individual who is receiving pension plan benefits solely due to being Totally Disabled and who otherwise does not meet the Employer's criteria for receipt of pension plan benefits.]

(VARIABLE COMMENT-Entire definition is variable and may be removed or modified to meet policyholder specific needs. Phrase "and is currently receiving..." may be removed if not applicable.)

#### You/Your

The Insured [Employee or Member] to whom this certificate is issued.

(VARIABLE COMMENT-Employee will be used for Employer groups and Member used for Association or Union groups)

#### **GENERAL PROVISIONS**

[Are there any limitations on a Covered Person's life insurance benefit?

If a Covered Person dies by suicide, [while sane or insane], within [two years] of the policy effective date, the amount payable by Us will be equal to the total premiums paid.

If a Covered Person dies by suicide, [while sane or insane], within [two years] after the effective date of any increase in the specified amount, the amount payable by Us associated with such increase will be limited to the cost of insurance associated with the increase.]

(VARIABLE COMMENT-Suicide language may be removed if not applicable. 2 years will vary from 0-2 years and could be dependent upon state regulations)

#### **ELIGIBILITY AND EFFECTIVE DATES**

#### How do I apply for coverage?

[You need to complete, sign and return an individual Enrollment Form to set up Your insurance record.]

(VARIABLE COMMENT-Entire paragraph above may be modified to meet policyholder specific needs)

#### What are the eligibility requirements?

The waiting period as shown in the Schedule of Benefits is the time period that You must be [either employed by the Policyholder and actively-at-work or a member of the Policyholder group] before being eligible for insurance.

(VARIABLE COMMENT-Employed by policyholder and AAW – used for Employer groups/ member of policyholder group used for association or union plans)

#### When will my coverage be effective?

[Except as stated in **What is the Deferred Effective Date provision for Employees?**, ]Your coverage becomes effective at 12:01 a.m. on the latest of the following dates, provided You are actively-at-work on the date:

(VARIABLE COMMENT-"Except as stated..." above may be removed if not applicable)

#### [What is the Deferred Effective Date provision for Employees?

If You are absent from work due to a physical or mental condition on the date Your insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of Your insurance, any increase in insurance or the additional benefit will be deferred until the date You return to work as an Active Full-time [or Part-time] Employee.]

(VARIABLE COMMENT-Deferred Effective Date language may be removed if not applicable, "part-time" may be included if applicable)

#### [Are there exceptions to the Deferred Effective Date provision?

If You were Actively at work or on an approved leave of absence in conformity with the Family and Medical Leave Act of 1993 and insured under the Prior Plan on the day before the Policy Effective Date and You would be eligible for coverage on the Policy Effective Date except that You are not able to meet the requirements of the Deferred Effective Date provision then:

- 1) the Deferred Effective Date provision will not apply to the original effective date of coverage; and
- 2) the coverage amount shown in the Schedule of Benefits will not apply to You.

Instead, You will be considered to be insured and Your coverage amount will be the lesser of:

- 1) the Amount of Life Insurance under the Prior Plan; or
- 2) the Amount of Life Insurance shown in the Schedule of Benefits reduced by:

- a) any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan; or
- b) any coverage amount that would have been in force due to any disability benefit extension under the Prior Plan had timely election for the disability provision been made.

You will remain insured under this provision until the first to occur of:

- 1) the date You return to work as an Active Full-time Employee;
- 2) the date Your insurance terminates for a reason stated under the Termination Provisions;
- 3) the last day of a period of 12 consecutive months which begins on the Policy Effective Date: or
- 4) the last day You would have been covered under the Prior Plan, had the Prior Plan not terminated.]

#### [What is the Deferred Effective Date provision for dependents?

If a dependent, other than a newborn, is confined at home, in a hospital or elsewhere because of a physical or mental condition on the date insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of insurance, any increase or additional benefit will be deferred until the dependent is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age and genderfor a period of at least 15 consecutive days.

"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

#### Are there exceptions to the Deferred Effective Date provision?

If You were insured with respect to a dependent under the Prior Plan as of the day before the Policy Effective Date, the Deferred Effective Date provision will not apply to the original effective date of coverage for any dependent.

Instead, Your dependent will be considered to be insured and the Amount of Insurance will be the lesser of:

- 1) the Amount of Insurance in force on the life of the dependent under the Prior Plan; or
- 2) the Amount of Insurance shown in the Schedule of Benefits.]

(VARIABLE COMMENT-Deferred Effective Date language may be removed if not applicable)

#### [When will my coverage be effective if I change eligible classes?

You may become a member of a different eligible class. [Except as stated in **What is the Deferred Effective Date provision for Employees?**], coverage under the different eligible class will be effective immediately, if the different eligible class involves any reduction in coverage. Coverage will be effective on the first day of the month following Your active work as a member of the different eligible class, if the different eligible class involves the addition of any coverage.]

(VARIABLE COMMENT-Above paragraph may be removed if there is only one class or modified to meet policyholder specific needs)

#### **BENEFICIARY**

#### What is the definition of Beneficiary?

The person designated by You to receive the proceeds of the Group Life Insurance Policy payable upon Your death, the death of Your Spouse or Child(ren). [The Policyholder may not be named as Beneficiary.]

(VARIABLE COMMENT-The policyholder as Beneficiary may be removed if not applicable)

#### TERMINATION PROVISIONS

#### When will my insurance terminate?

All insurance provided for You will terminate at 11:59 p.m. on the earliest of the following:

- 1) on the date the Group Life Insurance Policy terminates;
- 2) on the date You cease to be in an eligible class;
- on the date Your [employment or membership] with the Policyholder organization terminates.
   This will be the date You cease active work. Accrued vacation and/or sick days will not extend termination date; or
- 4) the end of the period for which You have made any required contribution.

(VARIABLE COMMENT-Employee used for Employer groups and Member used for Association or Union groups)

[If You are no longer Actively at work as a result of a disability, layoff or leave of absence the Employer may continue Your insurance as follows, provided premiums are paid when due:

- 1) [Insurance may be continued as a result of disability until the lesser of [the end of the twelfth month] following the month in which the disability began or the attainment of age [65].]
- 2) [Insurance may be continued as a result of layoff until [the end of the month] following the month during which the layoff began.]
- 3) [Insurance may be continued as a result of leave of absence until [the end of the month] following the month in which the leave of absence began.]
- 4) [Insurance may be continued as governed by the Employer's Human Resource policy on FMLA absence for up to [12 weeks] during a leave of absence elected under the federal Family and Medical Leave Act of 1993. The leave of absence must be approved and in writing by the Employer.]
- 5) [Insurance may be continued as governed by the Employer's Human Resource policy on Military Services leave of absence for up to [12 weeks]. The leave of absence must be approved in advance and documented as leave for military purposes by the Employer.]
- 6) [Insurance may be continued as a result of employment status change from full-time to parttime until [the end of the month] following the month during which the status change began.]
- 7) [Insurance may be continued if You are not working due to a strike, lockout or other labor dispute involving Your Employer until [the end of the month] following the month Your active employment ceased or the date You accept active full-time employment with another Employer; whichever occurs first.]

If Your insurance is continued the following will apply:

- 1) the required premium must be paid;
- 2) Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said leave commenced; and
- 3) such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Life Insurance Policy;
  - c) [Your Employer ceases to be a Participant Employer, if applicable;]
  - d) non-payment of premium when due by the Policyholder or You; or

e) the Group Life Insurance Policy no longer insures Your class.

(VARIABLE COMMENT-Language for "continuation of your insurance" in special circumstances may be modified to meet policyholder specific needs. #3 c – will be removed if not applicable.)

#### CONVERSION PRIVILEGE

If my group life coverage ends what rights do I have to convert to a new individual policy? The Company will issue You a new individual policy of life insurance without Evidence of Insurability subject to the following:

- If Your group life insurance or any portion of it ends due to termination of [employment or membership with the Policyholder organization] or membership in any of this policy's classes You may convert all or any portion of Your life insurance which was in force on the date of termination. However the Amount of Insurance may not be greater than the amount which terminated.
- 2) If Your group life insurance ends due to termination of the Group Life Insurance Policy or amendment of the Group Life Insurance Policy which makes Your class ineligible for life insurance You may convert a limited Amount of Insurance. You must have been continuously insured under this Group Life Insurance Policy for at least five (5) consecutive years immediately before termination. The Amount of Insurance may not exceed the lesser of the amount which terminated or [\$5,000].

(VARIABLE COMMENT-#1 employment used for Employer groups/ membership used for associations or union plans, \$5,000 will vary to meet state specific requirements)

## [Portability

# (VARIABLE COMMENT-Portability may be removed if not applicable) What is Portability?

You must be covered under this Group Life policy [or the Employer's Prior Plan] for a minimum of [12] consecutive months before You are eligible to request Portability.

(VARIABLE COMMENT-12 months will vary from 12-36 months, "or the Employer's Prior Plan" may be removed if not applicable)

#### Are there any limitations on Portability?

You may elect coverage under Portability or Conversion, but not both. You may not request Portability for a Spouse or Child(ren) only. Effective December 31, following Your [70<sup>th</sup>] birthday, You are not eligible for coverage under Portability.

The Amount of Insurance available for Portability for [an Employee or a member] is a minimum of \$20,000 and a maximum of the benefit amount in force on the date Your [employment or membership] in an eligible class terminates or [\$250,000], whichever is less.

(VARIABLE COMMENT-variable for 70 will range from 65-70, and \$250,000 will vary from \$250,000-\$500,000)

#### What is the premium for Portability coverage?

The premium rate for continued coverage to the end of the calendar year will be the same as the Policy premium rate in force on the date Your employment or eligibility ends. On January 1, the next year, the premium rate will be based on the then current premium rates for the group portability policy and will be billed [quarterly].

(VARIABLE COMMENT-Variable for quarterly will be monthly, quarterly or annual)

#### When does Portability coverage terminate?

Coverage will be provided under a group portability policy for the lesser of 2 years or until December 31 following Your [70<sup>th]</sup> birthday. Effective December 31 following Your [70<sup>th]</sup> birthday,

You are not eligible for group portability coverage. The Portability Policy will provide additional information.

(VARIABLE COMMENT-variable for 70 will range from 65-70)

#### ACCELERATED DEATH BENEFIT

#### How will the amount I receive be determined?

The amount available for acceleration will be the Amount of Insurance provided under the Group Life Insurance Policy less any reductions that would occur within twelve months of the request. The maximum benefit is [50%] of the Amount of Insurance. See the minimum and maximum benefit limitations below.

(VARIABLE COMMENT-50% will vary from 50-100%)

#### What is the minimum and maximum amount available as an Accelerated Death Benefit?

The minimum Accelerated Death Benefit that may be elected is [\$2,500]. If [50%] of the Amount of Insurance provided under all Kansas City Life Insurance Company Group Master Policies is less than [\$2,500], no benefit will be available. The maximum Accelerated Death Benefit available on any one Insured Individual under all Kansas City Life Insurance Company Group Master Policies which have the Accelerated Death Benefit Provision is [\$100,000].

(VARIABLE COMMENT-Minimum of \$2,500 will vary from 0-\$10,000/ Maximum of \$100,000 will vary from \$100,000 - \$500,000)

## [Spouse life insurance Benefit

(VARIABLE COMMENT-Spouse benefit may be removed if not applicable)

#### Who is included as an eligible Spouse under the Group Life Insurance Policy?

Your Spouse, [who is under the age of 70] from whom You are not legally separated or divorced is eligible for insurance. A Spouse will not include any person who is eligible under the Group Life Insurance Policy as [an Employee or a member]. [A Spouse who is a full-time member of the armed forces of any country is not eligible for insurance.]

(VARIABLE COMMENT-Spouse eligibility under 70 can be removed or range from 65-70, last sentence may be removed if not applicable.)

Such coverage will not start until [the Spouse:

- 1) Is discharged from the hospital; or
- 2) Is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.]

[Confined Elsewhere means the Spouse is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.]

(VARIABLE COMMENT- items 1 & 2 may be modified to meet policyholder specific needs. Confined Elsewhere may be deleted if not applicable.)

Under what circumstances will my Spouse Life Insurance Benefit coverage be terminated? The insurance of a Spouse terminates on the earliest of the following dates:

- 1) the date the Spouse is no longer a Spouse as defined[.;or
- 2) the date the Spouse attains age 70.]

(VARIABLE COMMENT- Item #5 may be deleted if not applicable)

## [Child(ren)Life Insurance Benefit

(VARIABLE COMMENT-Child benefit may be removed if not applicable)

Who is included as an eligible Child(ren) under the Group Life Insurance Policy? Eligible Child(ren) are [each unmarried Child who is:

- 1) under 19 years of age;
- 2) 19 years of age, or to age 25, if the Child:
  - a) is a full-time student. A full-time student is a dependent Child who attends an accredited high school, college, university, technical school, trade school or vocational school on a full-time basis as defined by the school. It is the responsibility of the Insured Individual to provide Kansas City Life with evidence of a dependent's full-time student status. This documentation must be provided by the school and include the semester enrolled and the number of credit hours at the time of claim.
- 3) age 19 or over if the Child:
  - a) is incapable of earning a living due to mental or physical handicap on the day before reaching the age limit;
  - b) depends on You for more than half of his or her support on the day before reaching the age limit; and
  - c) remains incapacitated and dependent as described. You must submit proof of incapacity and dependency to the Company within 31 days after the Child reaches the age limit. The Company can require proof of continued incapacity and dependency but not more than once each year after the two-year period following the Child reaching that age limit.]

(VARIABLE COMMENT- child definition may be modified to meet policyholder specific needs.)

A Child will not include any person who is eligible under the Group Life Insurance Policy as [an Employee or a member]. No person will be considered a Child of more than one [Employee or member] under the Group Life Insurance Policy. [A Child who is a full-time member of the armed forces of any country is not eligible for insurance.]

(VARIABLE COMMENT- last sentence in child eligibility may be removed if not applicable.)

Such coverage will not start until [the Child(ren):

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.]

[Confined Elsewhere means the Child(ren) is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.]

(VARIABLE COMMENT- items 1 & 2 may be modified to meet policyholder specific needs. Confined Elsewhere may be deleted if not applicable.)

# [Waiver of Premium Benefit

(VARIABLE COMMENT-Waiver of Premium may be removed if not applicable)

(This coverage is not available for Conversion [or Portability].)

What is the definition of Total Disability/Totally Disabled? Total Disability requires:

1) the regular attendance by a licensed physician other than You or a family member;

- that disability occurs while the Waiver of Premium benefit is in force with respect to You and is the result of sickness or bodily injury; and
- 3) that disability began prior to the policy anniversary date when Your age is [60].

#### (VARIABLE COMMENT-Age 60 will vary from 50-70)

[If You become Totally Disabled on or after Your 60<sup>th</sup> birthday, but before age 65, life insurance premiums may be waived for up to 1 year, but not past the earlier of age 65, or the date You are Retired.]

(VARIABLE COMMENT-The above paragraph may be removed if not applicable)

#### What is the Waiver of Premium benefit?

The Company will waive the payment of Your life insurance premiums for coverage under the Group Life Insurance Policy, excluding Accidental Death and Dismemberment, if You are Totally Disabled for a minimum of [9 months].

(VARIABLE COMMENT-9 months will vary from 3 months to 12 months)

#### What risks are not covered under the Waiver of Premium benefit?

Premiums will not be waived if disability results from:

1) any intentionally self-inflicted injury, suicide, or suicide attempt, [whether sane or insane];

(VARIABLE COMMENT-sane or insane will vary due to state specific requirements)

#### When will insurance terminate under this provision?

This benefit terminates on the earliest of:

- 4) [one year after the beginning of the period of continuous Total Disability if Your Total Disability began between ages 60 and 65;]
- 5) the date You attain age [70] [if Total Disability began before age 60];
- 6) the date You return to active full-time work; [or
- 7) the date You are Retired.]

(VARIABLE COMMENT-The above #4 may be removed if not applicable, in #5 age 70 will vary from 50-70, the bracketed portion may be removed if #4 is removed, #7 termination at retirement will be included as standard but may be removed to meet policyholder specific needs)

# [Accidental Death and Dismemberment (AD&D) Benefit

(VARIABLE COMMENT-Accidental Death and Dismemberment may be removed if not applicable) What conditions are necessary for benefits to become payable?

The Company will pay a benefit if You [Your Spouse or Child(ren)] suffer an accidental injury while that Covered Person is insured and:

a Loss results directly from such injury, independent of all other causes; and

such Loss occurs within [90 days] after the date of the accident causing the injury.

(VARIABLE COMMENT-Your spouse or children will be removed if benefit not applicable. 90 days will vary from 90-365)

# [Seat Belt/Air Bag Benefit

(VARIABLE COMMENT-Seat Belt/Air Bag may be removed if not applicable)

Subject to all conditions and limitations of this AD&D Benefit, if You [Your Spouse or Child(ren)] suffer a Loss under the AD&D Benefit, while:

1) a passenger riding in; or

2) the licensed operator of,

an Automobile and, at the time of the accident, You [Your Spouse or Child(ren)] were properly wearing a Seat Belt as verified on the police report, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

#### What is the Seat Belt Benefit payable?

The Seat Belt Benefit payable is the lesser of:

- 1) 10% of the Principal Sum; or
- 2) \$10,000.

#### What conditions are necessary for an Air Bag Benefit to become payable?

If a Seat Belt Benefit is payable, the Company will pay an additional 5% of the Principal Sum, subject to a maximum of \$5,000, as an Air Bag Benefit, provided that:

- 1) You [Your Spouse or Child(ren)] were positioned in a seat that was equipped with a factory installed Air Bag;
- 2) You [Your Spouse or Child(ren)] were properly strapped in the Seat Belt when the Air Bag inflated; and

(VARIABLE COMMENT-Your spouse or children will be removed if benefit not applicable)

## [Repatriation Benefit

(VARIABLE COMMENT-Repatriation may be removed if not applicable)

Subject to all conditions and limitations of this AD&D Benefit, if You [Your Spouse or Child(ren)] die, then a Repatriation Benefit will be paid in addition to the Principal Sum. For a Repatriation Benefit to be payable, the death must occur at least 100 miles from the deceased person's place of permanent residence.

#### What is the Repatriation Benefit payable?

The Repatriation Benefit payable is the lesser of:

the expense incurred for:

- a) preparation of Your [Your Spouse or Child(ren)]'s body for burial or cremation; and
- b) transportation of Your [Your Spouse or Child(ren)]'s body to the place of burial or cremation; or

(VARIABLE COMMENT-Your spouse or children will be removed if benefit not applicable)

# [Child(ren) Education Benefit

(VARIABLE COMMENT-Child Education may be removed if not applicable)

# [Spouse Education Benefit

(VARIABLE COMMENT-Spouse Education may be removed if not applicable)

# [Day Care Benefit

(VARIABLE COMMENT-Day care may be removed if not applicable)

# [Common Disaster Benefit

(VARIABLE COMMENT-Common Disaster may be removed if not applicable.)

#### What is the Common Disaster benefit?

If You and Your Spouse die as the result of an injury:

sustained in the same accident while the Policy is in force; and

- 1) death occurs within [90 days] of the accident;
- 2) and a Principal Sum is payable under the Accidental Death and Dismemberment Benefit for each death.

The Principal Sum applicable to Your Spouse will be increased to 100% of Your Principal Sum payable under the Accidental Death and Dismemberment Benefit. However, the combined benefit amounts when added together may not exceed [\$500,000].

(VARIABLE COMMENT-90 days will vary from 90-365 days and \$500,000 will vary from \$500,000 to \$1,000,000)

# Variable listing for GA166 Group Insurance Enrollment Form

Box 16. Coverages for Employee

(Any of these coverages may be removed if policyholder did not purchase.)

Box 17. Coverages for Dependents

(Any of these coverages may be removed if policyholder did not purchase.)

Box 18, 19, 20 Cobra and Beneficiary info

(Any of these fields may be removed if policyholder did not purchase dental or life coverage.)

Box 21. Other Dental Coverage

(May be removed if Dental not purchased.)

**Declination of Coverage** 

(Any of these coverages may be removed if policyholder did not purchase.)

# Variable Listing for PJ136 Basic/Voluntary Life Policy

## **Section 1. Policy Data**

[Policyholder

ABC Company, Inc.

**Employer** ABC Company, Inc. Subsidiaries, Divisions or Affiliates

None

#### Classes of Eligible Individuals

All full-time active Employees working XX hours or more per week

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees.

**Waiting Period** 

Current Individuals - None (For **Employees** 

hired on or before the policy effective

date):

**Employees** hired

after the policy effective date):

**New Individuals** – (For First of the month following XX days of continuous employment

## Section 2. Benefit and Premium Schedule

Sample Basic Life schedule

CLASSIFICATION OF INDIVIDUAL

AMOUNT OF LIFE INSURANCE

AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT

All Full-time Active Employees

\$XX

\$XX

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at the Insured Individual's Retirement from the Policyholder.

#### DEPENDENT LIFE INSURANCE

Spouse \$ Children [14] days to 6 months 6 months to [19] years \$ (or age [25] if full-time student)

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at [the attainment of age 70 or] the Insured Individual's Retirement from the Policyholder [whichever occurs first].

(VARIABLE COMMENT- Infant age will vary from 0-30 days, 19 will vary from 19-25, 25 will vary from 21-26), attainment of age 70 may be removed if not applicable or range from 65-70; whichever occurs first will be removed if age 70 is removed)

#### INITIAL MONTHLY PREMIUM RATE

\$XX per \$1,000 of Life Insurance \$XX per \$1,000 Accidental Death & Dismemberment

CONTRIBUTIONS FROM INSURED INDIVIDUALS ARE: Required/Not Required

Sample Voluntary Life Schedule
Classification of Individual
All full-time active Employees

Amount of Life & Accidental Death and Dismemberment Insurance Amount elected by Employee on Enrollment Form, as approved by the Company, in \$XX increments, a minimum of \$XX, and a maximum of \$XX or X times Annual Salary, whichever is less.

Employees must be U.S. citizens or legal residents of the U.S. excluding temporary, seasonal or part-time Employees

Guaranteed Issue Amount is the lesser of X times Annual Salary or \$XX for Employee under the age of 70. If the Employee is age 70 or over, the Guaranteed Issue Amount is \$XX. Amounts in excess of the Guaranteed Issue Amount require satisfactory evidence of insurability that is satisfactory to Kansas City Life.

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 80. Coverage ceases at the Insured Individual's Retirement from the Policyholder.

#### Spouse Life & AD&D Insurance

The amount, if any, elected by [an Employee or a member] on the Enrollment Form, as approved by the Company. Increments of \$XX, minimum of \$XX, maximum of \$XX or one half of the Insured Individual's elected amount, whichever is less.

(VARIABLE COMMENT-Employee used for Employer groups and Member used for Association or Union groups)

Guaranteed Issue Amount is \$XX; amounts in excess of \$XX require satisfactory evidence of insurability that is satisfactory to Kansas City Life.

Coverage reduces 35% at the Insured Individual's age 65, 55% of the original amount at the Insured Individual's age 70, 70% of the original amount at the Insured Individual's age 75 and 80% of the original amount at the Insured Individual's age 80. Coverage ceases at [the attainment of age 70 or] the Insured Individual's Retirement from the Policyholder [whichever occurs first].

(VARIABLE COMMENT- attainment of age 70 may be removed if not applicable or range from 65-70; whichever occurs first will be removed if age 70 is removed)

#### Child(ren) Life & AD&D Insurance

The amount, if any, elected by Employee on Enrollment Form, as approved by the Company.

[14] days to 6 months of age: \$1,500.

6 months of age and over: Increments of \$2,500, minimum of \$2,500, maximum of \$10,000 or one half of the Insured Individual's elected amount, whichever is less.

(VARIABLE COMMENT -Infant age will vary from 0-30 days)

#### **Initial Monthly Premium Rate Table\***

Insured Individuals Age 29 and	\$XX per \$1,000
under	
30 - 34	\$XX per \$1,000
35 - 39	\$XX per \$1,000
40 - 44	\$XX per \$1,000
45 - 49	\$XX per \$1,000
50 - 54	\$XX per \$1,000
55 - 59	\$XX per \$1,000

60 - 64	\$XX per \$1,000
65 - 69	\$XX per \$1,000
70 - 74	\$XX per \$1,000
Age 75 and over	\$XX per \$1,000
*Spouse rate based on Employee's age.	·

\$XX per unit of Dependent Child(ren) Life Insurance (unit equals \$1,500 for Child [14] days to 6 months and \$2,500 for Children over 6 months of age)

(VARIABLE COMMENT-Infant age will vary from 0-30 days)

Contributions from Insured Individuals are [required/not required.]

(VARIABLE COMMENT- Required/not required will be used depending on Non-Contributory, Contributory or Voluntary coverage)

Waiver of Premium is included.

Accelerated Death Benefit is included.

\*AD & D includes the following riders:

Seat Belt/Air Bag Benefit

Repatriation Benefit

Child(ren) Education Benefit

Spouse Education Benefit

Day Care Benefit

Common Disaster Benefit]

(VARIABLE COMMENT-Entire Section 1 and Section 2 are variable to meet policyholder specific plan design)

## **Section 3. Definition of Certain Terms**

#### [3.3 Employee

A person who works the minimum number of regularly scheduled hours for the Employer indicated in Section 1 Policy Data. [This specifically excludes a Retired Employee.] [This specifically includes a Retired Employee.] [An Employee is not someone who is temporary or seasonal; who is a consultant to the Employer; who is a subcontractor or independent contractor; or who is a member of the board of directors of the Employer.] [Owners, partners and sole proprietors are considered to be Employees only if they work the minimum number of regularly scheduled hours for the Employer.]]

(VARIABLE COMMENT-Entire paragraph 3.3 is variable and may be changed to meet specific policyholder needs. Each variable sentence within this section may be removed if not applicable. In the event the contract is written for a Union or Association group then "Employee" will change to "Member" and the eligibility for that specific Union/Association will be added here.)

#### 3.6 Insured Individual

[An Employee or a member] of the Policyholder's organization whose insurance is in force under the terms of this policy.

(VARIABLE COMMENT-Employee used for Employer groups and Member used for Association or Union groups)

#### [3.9 Retired Employee

An individual who, on his last workday prior to Retirement, was Actively-at-work [and is currently receiving a benefit under the terms of the Employer's pension plan]. Retiree does not include an individual who is receiving pension plan benefits solely due to being Totally Disabled and who otherwise does not meet the Employer's criteria for receipt of pension plan benefits.]

(VARIABLE COMMENT-Entire paragraph 3.9 is variable and may be removed or modified to meet policyholder specific needs. Phrase "and is currently receiving..." may be removed if not applicable.)

# Section 5. Eligibility and Effective Dates

#### [5.1 Eligible Classes

The classes of individuals eligible for insurance are shown in Section 2. Any changes in eligible classes must be reported to and approved in writing by the Company.]

(VARIABLE COMMENT-Entire 5.1 is variable and may be modified to meet policyholder specific needs, however this language is standard)

[If a former Employee is rehired within [6 months] of the date employment terminated, previous service in an eligible class will apply toward the waiting period to determine the Employee's date of eligibility.]

(VARIABLE COMMENT-The above statement may be removed if not applicable and 6 months can vary between 1 month and 24 months)

#### **Section 6. Premium Provisions**

#### **6.2 Method of Premium Payment**

[Premiums will be payable monthly unless the Policyholder and Kansas City Life agree on another method of premium payment. Upon written request of the Policyholder and approval by the Company, the method of premium payment may be changed on any policy anniversary.]

(VARIABLE COMMENT-Section 6.2 may be modified to meet policyholder specific needs, however this language is standard)

#### 6.3 Changes in Premium Rates

Premium rates are subject to change according to the terms of this policy.

Premium rates may be changed any time:

- 1) this policy is amended to change the eligibility and/or benefits; or
- 2) a subsidiary, division or affiliate is added to or deleted from this policy[; or
- 3) when the number of Insured Individuals changes by [25%] or more from the number of Insured Individuals on the policy's effective date.]

(VARIABLE COMMENT-25% in #3 will vary from 10% to 50%. Entire item #3 may be removed if not applicable.)

Kansas City Life may determine that a premium rate change is necessary for reasons other than in (1), (2) or (3) above. However, such a rate change will not be made during the first [12] months or occur more often than once in any 6-month period.

(VARIABLE COMMENT-12 months above will vary from 12-36 months)

#### 6.6 Grace Period

A grace period of [31] days will be granted the Policyholder for the payment of each premium due after the first premium. This policy will continue in force during the grace period. The Policyholder will be liable to Kansas City Life for all unpaid premium for the time this policy was in force. If the Policyholder has given written notice in advance of an earlier date of termination, this policy will terminate as of the earlier date.

(VARIABLE COMMENT-31 days will vary from 31-90)

#### **Section 7. Termination Provisions**

#### 7.4 Termination by the Company

The Company reserves the right to terminate this policy:

- 1) if the number of individuals insured is fewer than [2];
- 2) if fewer than [20%] of the individuals eligible for any contributory insurance are insured;
- 3) if fewer than [100%] of the individuals eligible for any non-contributory insurance are insured;
- 4) at anytime by giving written notice to the Policyholder at least 31 days in advance;
- 5) the Policyholder fails to promptly furnish any information which the Company may reasonably require; or
- 6) the Policyholder, without good and sufficient cause, fails to perform its duties pertaining to this policy.

The Company will give written notice of termination to the Policyholder at least 31 days in advance unless the Policyholder and the Company both agree otherwise in writing.

(VARIABLE COMMENT-Section 7.4 #1 will vary from 2-10, #2 will vary from 0-100%, #3 will vary from 25-100%)

#### 7.5 Termination of a Covered Person's Insurance

All insurance provided for a Covered Person will terminate at 11:59 p.m. on the earliest of the following:

1) on the date this policy terminates;

- 2) on the date a Covered Person ceases to be in an eligible class;
- on the date employment [or membership with the Policyholder organization] terminates. This will be the date the Insured Individual ceased active work. Accrued vacation and/or sick days will not extend termination date;
- 4) at the end of the period for which the Insured Individual has made any required contribution.

(VARIABLE COMMENT-#3 above - membership will be used only for an association or union plan)

### **Kansas City Life Insurance Company**

#### **Actuarial Memorandum**

Re: Accidental Death

#### **Description of Benefits**

The Accidental Death Benefit is a one year term benefit provided in the event of an accidental death.

#### **Active Life Reserves or Policy Reserves**

No active life reserves or policy reserves are required.

#### **Actuarial Certification**

I, W. David Phillips, am a Fellow of the Society of Actuaries (FSA) and a Member of the American Academy of Actuaries (MAAA) and hereby certify, to the best of my knowledge and judgment:

- (a) That this filing is in compliance with accepted actuarial practices;
- (b) That this filing is in compliance with the Actuarial Standard of Practice No. 8, "Regulatory Filings for Rates and Financial Projections for Health Plans" as adopted by the Actuarial Standards Board, January 1989;
- (c) That the benefits provided are reasonable in relation to the premium and that the premiums are neither excessive, deficient, nor unfairly discriminatory.

March 31, 2008

W. David Phillips (SA, MAAA Vice President, Group

### **Kansas City Life Insurance Company**

#### **Actuarial Memorandum**

Re: Group Term Life

#### **Description of Benefits**

The Accidental Death Benefit is a one year term life benefit.

#### **Active Life Reserves or Policy Reserves**

No active life reserves or policy reserves are required.

#### **Actuarial Certification**

I, W. David Phillips, am a Fellow of the Society of Actuaries (FSA) and a Member of the American Academy of Actuaries (MAAA) and hereby certify, to the best of my knowledge and judgment:

- (a) That this filing is in compliance with accepted actuarial practices;
- (b) That this filing is in compliance with the Actuarial Standard of Practice No. 8, "Regulatory Filings for Rates and Financial Projections for Health Plans" as adopted by the Actuarial Standards Board, January 1989;
- (c) That the benefits provided are reasonable in relation to the premium and that the premiums are neither excessive, deficient, nor unfairly discriminatory.

March 31, 2008

W. David Phillips (SA, MAAA Vice President, Proup